



Bidder's Name: _____
(PRINTED)

Address _____
(STREET)

Address _____
(STREET)

Address _____
(CITY, STATE, ZIP CODE)

Dennis Levinson
County Executive

County of Atlantic

Department of Facilities Management

INVITATION TO BID

Sealed bids will be received by the Purchasing Agent of the County of Atlantic, New Jersey, in the Conference Center, 3rd floor, 1333 Atlantic Avenue, Atlantic City, NJ 08401, at the time and date as specified below, at which time and place the bids shall be publicly opened and read aloud for the following:

**BID # 202107.1 INSTALLATION OF ATTIC ACCESS AT LAKE LENAPE EAST
CATERING HALL LOCATED AT 753 PARK ROAD, MAYS LANDING, NJ 08330
(Bid Bond and Surety Required)**

To be performed in accordance with all of the terms, conditions, specifications and requirements set forth herein.

**All bids shall be delivered on or before February 9, 2021
and not later than 11:00 AM E.D.T. to:**

**Atlantic County Division of Budget and Purchasing
Attn: Ms. Palma Conover, Director
1333 Atlantic Avenue, 6th Floor
Atlantic City, New Jersey 08401**

**NOTICE: PERFORMANCE OF THIS CONTRACT SHALL BE SUBJECT TO ALL OF THE TERMS,
CONDITIONS AND REQUIREMENTS SET FORTH HEREIN**

ANY QUESTIONS PERTAINING TO THE ATTACHED INSTRUCTIONS TO BIDDERS AND SPECIFICATIONS MUST BE DIRECTED TO THE OFFICE OF BUDGET & PURCHASING, TELEPHONE (609) 343-2268 OR FAX (609) 343-2193.

NOTICE TO BIDDERS

Public notice is hereby given that **SEALED BIDS** will be received by the Purchasing Agent of the County of Atlantic, New Jersey at 11:00 am prevailing time, on **February 9, 2021** in the Conference Room; 3rd Floor, 1333 Atlantic Avenue, New Jersey for:

**BID # 202107.1 INSTALLATION OF ATTIC ACCESS AT LAKE LENAPE EAST
CATERING HALL LOCATED AT 753 PARK ROAD, MAYS
LANDING, NJ 08330
(Bid Bond and Surety Required)**

A SITE VISIT SHALL BE HELD ON **JANUARY 26, 2021 AT 1:00 PM** AT LAKE LENAPE EAST CATERING HALL LOCATED AT 753 PARK ROAD, MAYS LANDING, NJ 08330

DUE TO COVID PROTOCOLS, MASK WILL BE REQUIRED FOR ALL ATTENDEES.

It is highly recommended that all interested parties attend this site visit. Atlantic County will not be held responsible for vendors not receiving general information due to their not attending any site visits.

QUESTIONS WILL NOT BE ANSWERED AT THE SITE VISIT. PROSPECTIVE BIDDERS SHALL ENSURE THAT ANY QUESTIONS THEY HAVE CONCERNING THIS PROJECT BE DIRECTED TO THE OFFICE OF BUDGET & PURCHASING, TELEPHONE (609) 343-2268 OR FAX (609) 343-2193.

Specifications, drawings and other Contract Documents may be obtained online at the following web address www.atlanticcountybids.org

Any questions concerning this specification must be directed in writing to the Office of Budget & Purchasing, email purchasing@aclink.org or fax (609) 343-2193.

Bidders are required to comply with requirements of NJSA 10:5-31 et seq. and N.J.A.C. 17:27.

Every bidder must abide by the New Jersey Prevailing Wage Act,. NJSA 34:11-56.27 et seq. By order of the County Executive of the County of Atlantic.

Palma Conover, Director
Division of Budget & Purchasing
County of Atlantic, New Jersey

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THESE FORMS MUST BE COMPLETED AND SIGNED OR BID WILL BE REJECTED.

Proposal Form	P.F.
Acknowledgement of Receipt of Addenda	A.D.
Disclosure Statement	D.S.
Bid guarantee (bid bond or certified /cashier's check)	B.B.
Certificate from a Surety Company (Consent of Surety)	C.S.
Subcontractors Affidavit (N.J.S.A. 40A:11-16)	S.A.
Disclosure of Investment Activities in IRAN	IRAN

THE FOLLOWING ITEMS SHOULD ALSO BE SUBMITTED WITH BID

Non-Collusion	N.C.
Affirmative Action Information	A.A.I.
Copy of St. Of New Jersey Certificate for Public Works Contractor Registration	

State Of New Jersey Business Registration Certificate

Note: All vendors SHOULD submit a copy of their NJ Business Registration Certificate with their packet. Vendor must submit a copy of their NJ Business Registration Certificate prior to award of any contract

Federal Debarment Certification – Vendor must submit a copy of the federal debarment certification prior to award of any contract

**COUNTY OF ATLANTIC, NEW JERSEY INVITATION TO BID, (7-21-20)
INSTRUCTIONS TO BIDDERS, AND GENERAL CONDITIONS**

INVITATION TO BID

Sealed bids will be received by the Purchasing Agent of the County of Atlantic, New Jersey, 1333 Atlantic Avenue, Atlantic City, NJ 08401, at the time and date as specified in NOTICE TO BIDDERS, at which time and place the bids shall be publicly opened and read aloud for the following:

**BID # 202107.1 INSTALLATION OF ATTIC ACCESS AT LAKE LENAPE
EAST CATERING HALL LOCATED AT 753 PARK
ROAD, MAYS LANDING, NJ 08330
(Bid Bond and Surety Required)**

To be performed in accordance with all of the terms, conditions, specifications and requirements set forth herein (referred to collectively as the “Work”).

INSTRUCTIONS TO BIDDERS

1. Delivery of BIDS; Deadline for Submission of BIDS

Bid shall be submitted in a clearly marked sealed envelope, plainly marked on the outside as follows: Bidder's Name and Address, Bid Category and/or Project Name, and due date, in accordance with all of the requirements set forth herein.

All bids shall be delivered at time and date as stated on NOTICE TO BIDDERS to:

Atlantic County Division of Budget and Purchasing
Attn: Palma Conover, QPA
Atlantic City, New Jersey 08401

2. Late or Erroneous Bid Delivery

Late bids (i.e., any bid not delivered at the time, date and location specified above) shall be rejected. The County shall not be responsible for late courier delivery or late postal delivery, nor shall postmark dates or overnight dates be considered in honoring bids. The County shall not be responsible for Bidders hand-delivering bids which arrive late or to the wrong location.

3. Use of County Forms

Unless otherwise specified, bids shall be received only on the bidding forms attached to this specification, or a true copy thereof. Unless otherwise specified, bidders shall not alter the forms or use different forms. Unless otherwise specified, failure to use the County’s forms or true copies thereof, shall be grounds for rejection of the bid.

4. Required Bid Documents; Signatures

Bidders shall submit required documents to the County as specified by these Instructions and as required by law. Documents listed below in Section A, REQUIRE original signatures and to be fully completed at the time of the Bidder's submission of its bid to the County and MUST be submitted with the bid. Failure to fully complete and submit original signatures on the documents listed in Section A below shall result in rejection of such bid.

Documents listed in Section B below are also required. Items listed in Section B may be submitted as copies at the time of the Bid Submission, provided that originals of these documents are submitted to the County by the Bidder recommended for a Contract award WITHIN FIVE (5) BUSINESS DAYS after the date that the County issues Notice of a Recommendation of the award to the Bidder.

A. DOCUMENTS REQUIRED AT THE TIME OF SUBMISSION OF THE BID WITH ORIGINAL SIGNATURES IN INK. NOTE: FACSIMILE, COPY OR RUBBER STAMP SIGNATURES WILL NOT BE ACCEPTED AND SHALL BE CAUSE FOR AN AUTOMATIC BID REJECTION.

1. Proposal Form
2. Bid Security (Check or Bid Bond with Agent and Bidder Signatures)
3. Consent of Surety (Agent and Bidder Signatures)
4. Ownership Disclosure Statement
5. Acknowledgement of Receipt of Addenda
6. Subcontractors Affidavit (N.J.S.A. 40A:11-23.2)
7. Investment Activities in Iran Certification
8. Federal Debarment List Certification (P.L. 2019, c. 406, N.J.S.A. 52:32-44.1)

B. ORIGINAL SIGNATURES ARE NOT REQUIRED AT THE TIME OF SUBMISSION OF THE VENDOR'S BID PROPOSAL. The County will accept copies of the following documents with the Bid Submission, provided that these documents shall be fully completed and submitted with original signatures within 5 days after the County's issuance of a notice of award

1. Non-Collusion Affidavit;
2. Affirmative Action Information

C. Additional Information Regarding Certain Mandatory Bid Documents

Without limiting the Bidder's responsibility to complete and submit any other form, certification or other document with its bid, take note of the following required forms:

i. Investment Activities in Iran. All Bidders shall complete and submit with the bid the attached Investment Activities in Iran affidavit. Pursuant to N.J.S.A. 52:32-58 and N.J.S.A. 40A:11-2.1, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete a certification with their bid, in the form provided, to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in

investment activities in Iran. The Chapter 25 list is found on the Division of Purchase and Property's website at www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf

ii. Federal Debarment Certification. The attached Federal Debarment Certification must be executed and submitted, pursuant to P.L. 2019, c. 406, N.J.S.A. 52:32-44.1, prior to awarding any contract for public work. Each bidder must provide this written certification to the contracting agency that neither the bidder nor bidder's affiliates are debarred at the Federal level from contracting with a Federal governmental agency. See Section 4.A above.

iii. Performance Of Specialty Trade Work. In the event a Bidder will be required to furnish (1) plumbing and gas fitting and kindred work; (2) steam power plants, steam and hot water heating and ventilating apparatus and kindred work; (3) electrical work; and/or (4) structural steel and ornamental iron work, as defined by the Local Public Contracts Law, N.J.S.A. 40A:11-16. the bidder must complete and submit with its bid all of the sections on the attached Subcontractor Affidavit, to provide the required information demonstrating that either its subcontractors, its own employees or the bidder itself possess the necessary or required qualifications to perform work in each appropriate specialty trade category applicable to the contract.

D. BIDS WHICH FAIL TO INCLUDE ALL MANDATORY DOCUMENTS, COMPLETED IN ACCORDANCE WITH THESE INSTRUCTIONS AS REQUIRED BY LAW, SHALL BE REJECTED.

5. Incomplete Submissions

It shall be the responsibility of the bidder to submit bids that are responsive to all bid specifications and forms, including any updates, clarifications or addenda thereto that may be issued by the County prior to the bid submission due date either directly from the Division of Budget and Purchasing or the Atlantic County Bid Portal.

The County shall not be responsible for any erroneous pages or pages missing from the bid documents, if the bidder has obtained the documents from a source other than directly from the County Division of Budget and Purchasing or the Atlantic County Bid Portal, or if such forms are missing or altered due to bidder error, neglect or any other cause.

The County shall not be held responsible if a Bidder fails to receive any updates or addenda to this Bid, due to the failure of the Bidder to secure its bid documents directly from the County Division of Budget and Purchasing or the Atlantic County Bid Portal, or due to bidder error or neglect.

6. Addendums and Modifications of the Bid

The County reserves the right to issue Addendums, Modifications, Clarifications and Updates to this bid, and to add or remove materials, quantities, equipment, goods, services and divisions of Work, or parts thereof, or other components of the Work from the bid specifications or Contract Documents, as the County deems necessary to serve the County's needs and interests.

Bidders shall acknowledge receipt of any notice, modifications, revisions or addenda to the advertisement or to these bid documents that may be issued by the County in accordance with an acknowledgement form provided by the County.

7. Sealed Bid Submissions - No Phone, Fax or Unauthorized Submissions

As this is a Sealed Bid Submission pursuant to N.J.S.A. 40A:11-1 et seq., Telephone, Facsimile (fax), Telegraph Bids or any other electronic mediums will not be accepted for publicly advertised bid requirements.

8. Pre-bid Meeting

The County reserves the right to schedule an optional pre-bid conference, and/or site visitation. It is recommended to attend, and the scheduled date, time, and location would be indicated in the Advertisement for Bid. Additional site visits, depending on time available, may be scheduled by contacting the Division of Budget & Purchasing with contact information noted in “Pre-Bid Inquires”.

9. Pre-Bid Inquiries

In the event that a Bidder may have any questions regarding this Bid or the Work, all such questions should be submitted in writing to: purchasing@aclink.org or fax (609) 343-2193

Responses will be forwarded to all bidders who have obtained a bid package from the County Office of Budget and Purchasing or from the Atlantic County Bid Portal.

10. No Oral Instructions

Neither the County of Atlantic nor their authorized representatives will be responsible in any way for oral answers unconfirmed in writing to any inquiries regarding the intent or meaning of these specifications. All inquiries shall be submitted and addressed by the County Purchasing Agent, as specified above.

11. Communications with County Staff

No bidder intending to submit a bid, nor any employee of any firm intending to submit a bid, shall contact any County employee for any reason either directly or indirectly related to this Bid except as specified above.

12. Purchasing Agent’s Interpretations Are Binding

Should any difference arise between the bidders and the County as to the meaning or intent of these instructions or specifications, the County Purchasing Agent's decision shall be final and conclusive to the fullest extent permitted by law.

13. Bid Security

Each Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten (10%) percent of the total price bid, but not in excess of \$20,000.00, payable unconditionally to the County of Atlantic. See sample Bid Bond. If a Bid Bond is submitted, it shall include a completed and current Power of Attorney, a current Certificate of Authority and a current Surety Financial Disclosure that comply with the laws and rules of New Jersey, issued by a firm authorized to transact such business in New Jersey.

All Bid Security, except the Bid Security of the three (3) apparent lowest responsible Bidders, shall be returned within ten (10) days after the opening of the bids, Sundays and holidays excepted, and the bids of such Bidders shall be considered withdrawn. After the awarding and signing of the Contract and the approval of the Contractor's Performance Bond, the Bid Security of the remaining unsuccessful Bidders shall be returned within three days, Sundays and holidays excepted.

If the successful Bidder fails to execute and deliver the Agreement and furnish the required Performance Bond within ten (10) days of the Notice of Award, the check or bond of the successful bidder shall be forfeited as liquidated damages and the County may annul the Notice of Award.

AIA Bid Bond forms are not acceptable. Terms which limit recovery to the difference between the lowest bid and the second lowest bid are not acceptable.

Failure to submit a bid guarantee as specified herein shall result in rejection of the bid.

14. Consent of Surety

In addition to the Bid Security, each bid must be accompanied by one (1) or more consent of surety statements, in a form similar to the Certificate attached as Sample Consent of Surety, of one (1) or more surety companies authorized by the State of New Jersey to issue Bonds in the State of New Jersey and acceptable to the County, unconditionally agreeing, in the event the Bidder is awarded the Contract, to furnish a performance bond(s) with material and payment guarantees pursuant to N.J.S.A. 2A:44-143 (Performance Bond). In the event the surety company or companies choose(s) to furnish its (their) own form of Certificate, the substituted form must be substantially in compliance with the form provided herein. The Consent of Surety shall include a completed and current Power of Attorney and a current Surety Financial Disclosure that comply with the laws and rules of New Jersey. A current Certificate of Authority shall also be provided.

AIA forms are not acceptable. Failure to provide these documents as specified herein with the bid proposal shall result in a rejection of the bid

15. Performance Bond

The Bidder that is awarded a contract shall, simultaneously with the delivery of the executed contract, submit an executed performance bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract. The surety on such bond or bonds shall be a duly authorized surety company authorized to issue performance bonds in the State of New Jersey

If the Contractor is a partnership, the bond is to be signed by each of the individual partners; if a corporation, the bond is to be signed in the correct corporate name by a duly authorized officer, agent or attorney in fact. The executed bond shall be accompanied by:

1. An appropriate acknowledgment of the respective parties.
2. An appropriate certified copy of a power of attorney when the bond(s) is/are executed by the surety's agent, officer or other representative.
3. A certified extract from the by-laws or resolution of the surety under which power of attorney or other certificate of the agent, officer or representative was issued.
4. A Surety Disclosure Statement and Certification.

A Performance Security set forth on AIA forms is not acceptable. Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

16. Bid Prices

Prices must be stated for all bid items, in numeric form, in accordance with the forms provided by the County. Bidders shall not alter the Bid format provided by the County.

Blank values, or responses which indicate that an item is not included, or subject to conditions or modifications not otherwise stated or permitted by this Bid shall be deemed non-conforming and shall be rejected.

Bid prices shall include all of the materials, goods, work and services to be delivered or performed by the Contractor to perform the Work and shall not be subject to additional charges or expenses unless such additional charges or expenses are explicitly authorized and approved in advance by the County, as set forth herein.

Each component of the bid, whether stated as a lump sum, a unit price, allowance or "as and where directed" quantity, shall include all related costs, including but not limited to profit and overhead associated with each such component of the bid.

All components of the Work assigned to the bidder under the Contract Documents shall be performed at no additional costs to the County and the Bidder shall not seek or impose additional costs or charges for any such component of the Work, unless such charges or costs are explicitly authorized by the Contract Documents.

17. Add and/or Deduct Alternates

In the event that this Bid includes or is amended by the County to include Add and/or Deduct Alternates, all Bidders shall be required to respond to such Add and/or Deduct Alternates in their bid proposals, in accordance with the Proposal forms supplied by the County. Failure to do so

shall result in rejection of your bid. Bidders shall not alter the Add and/or Deduct Alternate form provided by the County. Bidders shall fully complete and execute the form provided by the County in accordance with all instructions applicable to bid submissions as stated herein. The County reserves the right, in its sole judgment and discretion, to award or reject all Add and/or Deduct Alternates, or any combination thereof, in accordance with NJSA 40A:11-23.1 (d).

18. Multiple Bids Not Allowed

Each bidder shall submit no more than one bid. Submission of multiple bids by or on behalf of any individual, firm, partnership, corporation or association shall be cause for rejection of all of such multiple bids. Nothing herein shall preclude separate and distinct corporate entities from submitting bids when such entities are partially or wholly owned by a parent entity.

19. Alternative Bids Not Allowed

No Bidder shall be allowed to offer more than one price on each item, even though he/she may believe that he/she has two or more types or styles of goods, materials, services or combinations thereof that will meet the requirements of these specifications. Bidders must determine for themselves which to offer. If a bidder submits more than one price on any item, the bidder's bid for such alternatively priced items shall be rejected.

20. Fixed Pricing

Bid prices are to remain firm for a period of not less than sixty (60) days to allow the County to determine the lowest bid that shall most economically serve the intentions of this bid.

21. Left Blank

22. Bids Based Upon Specifications; Bid Deviations

It shall be presumed that all bids are based upon these specifications, unless the bidder explicitly states to the contrary in a letter format that shall be attached to the bidder's bid submission.

Bidders shall not type changes upon, or make any other alterations to bid specifications and forms.

All proposed deviations, alterations or other changes from the specifications proposed by the bidder shall be explained in detail in the Bidder's submission. At a minimum, the bidder shall describe the alternative(s) in a letter that shall be submitted with the bid, which shall be signed by the bidder and which shall explain the proposed deviations, alterations or other changes in detail and provide such additional data as necessary to verify that the proposed deviations, alterations or other changes will meet or exceed the requirements of this Bid. If the County determines, in its sole judgment, that the proposed deviation, change or alteration materially alters the requirements of this Bid to the disadvantage of the County, or is otherwise deemed by the County to be inconsistent with the County's requirements, including but not limited to requirements imposed by law, the County reserves the right to reject the Bid.

23. Brand Names or Equivalent

If and whenever in the proposal a brand name, make, name of any manufacturer, or trade name is mentioned, it is for the purpose of establishing a grade or quality of merchandise. The County of Atlantic does not wish to rule out other competition and equal brands or makes, and therefore, the phrase **or equivalent** is added. If merchandise other than that specified is bid, it is the Bidder's responsibility to name such within the Bid and to provide information to the County that shall demonstrate that the said item(s) is equivalent to that specified. The County shall be the sole judge concerning the merits of the Bidder's proposed alternative, and reserves the right to reject such bids if, in the County's sole judgment, the proposed alternative materially alters the requirements of this Bid to the disadvantage of the County, or is otherwise deemed by the County to be inconsistent with the County's requirements, including but not limited to requirements imposed by law, the County reserves the right to reject the Bid.

24. Objections to Bid Specifications and Contract Documents

Any prospective bidder who wishes to challenge a bid specification or other component of the contract documents shall file such written challenge, objection, or alternative in writing with the County Purchase Agent, no less than three (3) business days prior to the opening of bids. Any such challenge, objection or alternative filed after that time shall be considered void and shall have no impact on the contracting unit or the award of a contract, in accordance with the provisions of N.J.S.A. 40A:11-13. It shall be presumed that the contract documents will consist exclusively of these Bid Documents, including plans, conditions, specifications and forms attached herewith. The County reserves the right to reject any and all proposed modifications, alterations or alternative Contract Documents which, in the County's sole judgment, fail to conform with or is otherwise inconsistent with the terms conditions, and requirements set forth herein, to the fullest extent permitted by law.

25. Non-proprietary Equipment

All equipment purchased by the County of Atlantic shall be non-proprietary, unless Specified otherwise or unless non-proprietary equipment is not available.

26. FOB Prices

Prices quoted in all bids shall be delivered prices, F.O.B. destination, freight prepaid.

27. Price Adjustments

Bid prices shall not be subject to any increase during the life of the contract, unless an increase is specifically authorized by the Contract Documents. Should there be any reduction in the Bidder's costs to procure goods, supplies, materials, labor or any other component of the Work as submitted in the Bid, the unit prices charged to the County will be reduced to reflect any such reduction in actual costs incurred by the Contractor for all such goods, supplies, materials, labor or any other component of the Work, to the extent that such reductions are specified or required by the Contract Documents.

28. Discounts

All price discounts (if any), shall be calculated as of the date of acceptance by the County of any such discounted goods, supplies, materials, labor or any other component of the Work, regardless of the date of delivery or invoice.

29. Irrevocable Bids

All bids are irrevocable by the subscriber, or his, their or its personal or legal representatives. Said Bid and award thereunder is made to the subscriber by the County of Atlantic and shall bind the subscriber, his, their or its heirs, executors, administrators, successors or assigns.

30. Withdrawal of Bids Prior to Bid Opening

A written request for the withdrawal of a bid, or any party thereof, will be granted if the request is received by the County Purchasing Agent prior to the specified time of the bid opening.

31. Taxes

The County is exempt from all taxes including Federal Excise Tax, Transportation Taxes, State Excise and Sales Tax, and local taxes. Contractor shall pay all sales, income, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the State of New Jersey and United States which are applicable to the Contractor during the performance of the Work. Contractor shall not pass through to County any taxes for which the County is exempted by the laws of the State of New Jersey. County shall cooperate with Contractor in providing evidence of its tax-exempt status.

32. Bid Award

The County of Atlantic shall award all contracts on a **lump sum Basis** to the lowest responsible and responsive bidder **per Category**

33. Bid Ties

Where two or more bidders are tied in any bid submission or component thereof, the County reserves the right to make the award to the vendor whose response, in the discretion of the contracting unit, is the most advantageous, price and other factors considered. to either of the bidders.

34. Delivery Dates

All Bidders, where required, shall clearly stipulate the guaranteed delivery date of all items. Successful Bidder(s) failing to meet the delivery date specified by the Contract Documents shall be subject to the imposition of all sanctions and penalties provided for in the Contract Documents, or more generally at law or in equity.

35. Time for Award

The award of the contract or the rejection of the bids shall be made within sixty (60) days of the date of receiving bids; unless written extensions are requested by the Purchasing Agent and accepted by the Bidder(s). All bid securities shall be returned immediately if all bids are rejected. The successful Bidder(s) to whom the award is to be made shall be notified by receipt of the contract or a written "Notice to Proceed" from the County department for whom the work is being provided.

36. Funding Contingency

When award of contract is made in one fiscal year with an effective date in the next fiscal year, the award shall be contingent upon the availability of appropriation of sufficient funds for that purpose for the year in which said contract takes effect. When a contract shall be awarded for a period in excess of one year, said contract shall be contingent upon the annual availability and appropriation of sufficient funds for that purpose for each year of the contract, as required by law.

37. Modification of the Work

Prior to commencement of any specific component of the Work, the County reserves the right to remove such component from the Work, for the convenience of the County, by providing written notice to the Bidder. The Bidder shall not be entitled to compensation for removal of any such component of the Work as of the Notice date, provided, however, that the Bidder shall be entitled to payment for any materials purchased and delivered to the County for any such component of the Work prior to date of the County's notice.

38. Bid Rejection

The County reserves the right to reject all bids, when the County determines that rejection of all bids is advisable to the extent that rejection of all bids is permitted under the provisions of the New Jersey Local Public Contracts Law. In addition, the County reserves the right to waive minor informalities or non-material exceptions in accordance with law .

39. Withdrawal of Certain Bids on Public Works Projects, Pursuant to N.J.S.A. 40A:11-2 (42).

N.J.S.A. 40A:11-23.3 authorizes a Bidder to request withdrawal of certain bids, on public works projects, due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an unintentional and substantial quantity of labor, material, or both, from the final bid computation.

A Bidder claiming a mistake under N.J.S.A. 40A:11-23-3 must submit a request for withdrawal, in writing, by **US POSTAL SERVICE CERTIFIED OR REGISTERED MAIL** to Palma Conover, Division Director of Budget & Purchasing, 1333 Atlantic Ave., 6th Floor , Atlantic City, NJ 08401. The Bidder request for withdrawal of a bid due to a mistake, as defined by the law, must be postmarked within five (5) business days after the receipt and opening of the bids or the request will not be considered by the Purchasing Agent.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the County Purchasing Agent pursuant to the Statutory criteria of N.J.S.A. 40A:11-23.3.

All of the following criteria provided must be met by the bidder in order for a bid to be withdrawn.

- A. Enforcement of the contract, if actually made, would be unconscionable;
- B. The mistake relates to a material feature of the bid;
- C. The mistake occurred notwithstanding the fact that the Bidder exercised reasonable care in preparation of the bid; and
- D. The Bidder making the mistake is able to get relief by way of withdrawing the bid without serious prejudice to the contracting unit, except for the loss of the bargain to the contracting unit.

40. Execution of Contract

The Contractor shall be required to sign the standard County Contract, a copy of which is attached, within ten (10) days after the County's issuance of a contract document to the successful bidder. Failure to execute the contract as required herein shall be subject to sanctions and remedies specified hereinafter.

Work shall not commence until the contract has been fully executed, excepted for any project administrative items the Contractor may begin upon receipt of a Notice to Proceed, i.e. submittals, developing draft schedule of values, further inspection of project site, developing staging areas, etc.

41. Modifications or Additions to the Contract Documents

Bidders shall not make modifications or alterations to the contract documents and shall not replace or include contracts or forms other than those that have been provided by the County with the bid documents,

42. Bid Preparation Costs

The County shall not be liable for any costs incurred by any Bidders in the preparation or submission of its Bid.

43. Ownership of Bids

All Bids shall become the property of the County upon receipt and will not be returned.

44. Dissemination of Bids Plans and Bid Information

Information included in this document or in any way associated with this Bid, including but not limited to any plans for the Work that may be supplied or obtained by the Bidder pursuant to this Bid, are intended for use only by the Bidders to submit Bids and complete the Work, and shall remain the property of the County. Under no circumstances shall any of said information be published, disseminated to persons not employed by the Bidder copied or used, except as necessary to reply to this Bid and perform the Work.

45. Public Works Contractor Registration Act

The Public Works Contractor Registration Act, N.J.S.A. 34:11-56.48 et seq., specifies that no Contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the “New Jersey Prevailing Wage Act, N.J.S.A. PL 1963 C. 150 (C: 34:11-56.25 et seq.)” for the construction, reconstruction, demolition, alteration, repair or maintenance of a Public Building regularly open to and used by the general public institution and includes any subcontractor or lower tier subcontractor, unless they are registered with the Department of Labor and Workforce Development. Bidders submitting a Bid for a public works contract or performing public work MUST submit a certificate of registration prior to award of the contract. Copies of the Bidder’s subcontractor’s certificate of registration will be required after submission of the Bid but prior to the award of the contract.

Note: A copy of an application for registration is not acceptable as a substitute for the required certificate of registration.

46. Prevailing Wage Requirements

A. The successful bidder and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by County representatives. Wage rates to be paid on this Project shall be New Jersey Prevailing Wage determinations per trade.

B. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (P.L. 1963, Chapter 150) along with the Determination of the New Jersey Wage and Hour Prevailing Wage Rate Determination or other documents specifying the New Jersey prevailing rates are hereby made a part of every Contract entered into by the County of Atlantic, except those contracts which are not within the scope of the Act. The successful Contractor and any of its subcontractors shall be obligated to pay the prevailing wage, to submit certified payrolls and documentation of compliance, and to permit on-site monitoring, including interviews with employees and review of subcontracts, by County representatives.

C. The Contractor’s signature on the Contract is the Contractor’s guarantee that neither he nor any subcontractors he might employ to perform the work covered by this Bid are listed or are on record in the office of the Commissioner of the New Jersey State Department of Labor as one who has failed to pay prevailing wages in accordance with the provisions of this act.

D. Every Contractor and subcontractor shall keep an accurate payroll record, showing the name, craft or trade, job title or classification, actual hourly rate of wages paid, hours worked,

and total wages paid to each worker employed by him in connection with a public work. The prevailing wage as published by the Department of Labor shall be noted on the payroll journal next to the actual wage rate paid. Payroll records shall be presented for a period of two (2) years from the date of payment. The Contractor shall be responsible for ensuring that its subcontractors comply with the Act and shall cooperate with County or State requests for information to verify compliance. Payroll records shall be preserved and made available for inspection in accordance with the General Conditions concerning record keeping and audits

E. In the event of the Contractor or any of its subcontractors engaged in Work on the Project has or is paying workmen in their employ wages less than the required prevailing wage rates, then the County shall have the right to terminate the Contractor's right to proceed with the Work, or such part of the Work as to which there has been a failure to pay the required wages. In such event, the County may proceed with all other available rights and remedies as set forth herein and the full extent permitted by Law, including but not limited to completion of the Work by other means, The Contractor and its Surety shall be responsible for payment of any wages that are due and owing by law, along with any other costs and damages to the full extent permitted by law.

F. Although the wage rates are the minimum hourly rates required by the specifications to be paid during the life of the Contract, it is the responsibility of the Bidders to inform themselves as to the local labor conditions such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustments of wage rates.

G No increase in Contract Price shall be allowed or authorized on account of payment of wage rates in excess of those stated in the New Jersey Prevailing Wage Act.

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50. New Jersey Business Registration Certificate

Pursuant to N.J.S.A. 52:32-44, Atlantic County (The "Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- (1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- (2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- (3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

51. Affirmative Action

The Bidder shall be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Upon notification of award the Contractor shall complete an Initial Project Workforce Report Form AA-201 and submit a copy to the County and the NJ Division of Purchase and Property. Thereafter, the Contractor shall submit a copy of the Monthly Project Workforce Report Form AA-202 to the County and the NJ Division of Purchase and Property once per month for the duration of the contract. Forms, instructions and more information can be found at http://www.state.nj.us/treasury/contract_compliance.

52. Non-Discrimination

The provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part hereof and shall be binding upon the successful Bidder in the performance of the Project for the County.

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials,

equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

No provision in this section shall be construed to prevent a board of education from designating that a contract, subcontract or other means of procurement of goods, services, equipment or construction shall be awarded to a small business enterprise, minority business enterprise or a women's business enterprise pursuant to P.L.1985, c.490

53. NJ PEOSHA

The successful Bidder will be required to comply with all applicable provisions of the N.J. Public Employees Occupational Safety and Health Act, (N.J.S.A. 34:6A-25 et seq.), when providing any materials, supplies or services as part of the Work.

54. Worker and Community Right to Know Act

The manufacturer or supplier of a substance or mixture shall supply the Chemicals Abstracts Service number of all the components of the mixture or substance and the chemical name to the County to ensure that every container bears a proper label at a County facility, in accordance with P.L. 1982, Chap. 315, "the Worker and Community Right to Know Act," N.J.S.A. 34:5A-1 et seq. sub sect. b, sect. 14. Further, all applicable Material Safety Data Sheets (MSDS), a/k/a Hazardous Substance Facts Sheets, must be furnished to the County.

55. Buy American

Only manufactured and farm products of the United States, wherever available, shall be used in connection with this undertaking, pursuant to N.J.S.A. 40A:11-18.

56. One Call System–Call Before You Dig

Prior to performing any work that requires excavation; the Contractor shall be responsible for ascertaining underground utility locations and shall comply with the requirements of the New Jersey “One Call” system (Dial 8-1-1 or 1 (800) 272-1000).

57. The Atlantic County Recycling Program and Solid Waste Management Plan.

Bidders are advised that the Contractor shall to comply with the requirements of the Atlantic County Solid Waste Management Plan and Recycling Plan, adopted in accordance with N.J.S.A. 13:1E- 1, et seq., and Atlantic County Ordinances #10 of 2009 and #9 of 2014. The said plans and ordinances specify requirements concerning disposal of solid wastes, along with materials that are identified as either mandatory recyclables or recommended to be recycled. Solid waste materials generated during performance of the Work shall be disposed of in accordance with the County Plan and Atlantic County Utilities Authority procedures.

Note: The Atlantic County Recycling Plan designates the following commercial and institutional materials as recyclable and mandates the recycling thereof.

- **Glass Food & Beverage containers: Clear, Amber, Green**
- **Newspapers**
- **Aluminum Beverage Cans**
- **Office Paper (White, Non-Colored)**
- **Computer Paper**
- **Cardboard**

Additional information regarding compliance with Atlantic County's Solid Waste and Recycling Plan requirements is available by contacting the Atlantic County Utilities Authority, Attn: Sr. Vice President, Solid Waste Division, P.O. Box 996, Pleasantville, NJ 08232-0996 (609) 272-6913 (phone) (609) 272-6941 (fax) and on the web at ACUA.com

58. Americans with Disabilities Act

To request a reasonable accommodation of a disability, contact the ADA Coordinator at Telephone: (609) 645-7700 ext. 4519 (TTY uses NJ Relay 1-800-852-7899) at least five (5) business days prior to any meeting, inspection or other event.

59. Compliance with All Law

The Bidder’s preparation and submission of its Bid, together with the Bidder’s provision of all materials and goods, and the performance of all work and services as required to accomplish the Work as set forth herein, shall be subject to all applicable Federal, State and County ordinances, regulations and statutes. All statutes, rules and regulations that are applicable to the Work shall apply as if set forth in full herein. By submission of a Bid, the Bidder warrants and represents to the County that it is familiar with, and shall comply with all of the statutes, ordinances, rules and

regulations that are applicable to the materials, goods, work and services required to accomplish the Work as set forth herein.

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61. Reference to Standards, Specifications and Regulations

Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of the Bids, except as may be otherwise specifically stated in the Contract Documents. Contractor, all subcontractors and all of their suppliers acknowledge their familiarity and experience with generally accepted published standards of quality and workmanship applicable to the portions of the Work performed and services provided by them. The requirements of any indicated reference standard are hereby incorporated into the Contract Documents and made a part thereof, to the extent indicated by the applicable reference thereto, provided that the same are not contrary to or otherwise in conflict with any other specification or requirement set forth in the Contract Documents. All work performed under this contract shall meet or exceed all applicable local, state and federal codes and regulations.

62. Bidder's Understanding of the Contract Documents

A. At the time of the opening of bids, each Bidder will be conclusively presumed to have read and to be thoroughly familiar with the Contract Documents, including all addenda and interpretations issued. The failure or omission of any bidder to receive or examine the Contract Documents and any addenda thereto or interpretations thereof shall in no way relieve the bidder from any obligation in respect of his bid.

B. By submitting a Bid, the Bidder warrants and represents that it has a thorough understanding of this Bid and of all goods, materials and operations necessary to provide the County with all materials, goods and services necessary to accomplish the Work as specified herein.

C. Each bidder must inform himself fully of the conditions under which the work will be performed. It is the responsibility of the bidder, by personal examination of the work site, the documents and such other records and resources as may be reasonably prudent for a duly qualified and experienced general contractor to develop its own knowledge and understanding of the materials, equipment and tasks necessary to accomplish the Work. Bidders shall make their own estimates of the plant, labor, material, equipment, facilities and services needed to perform the work; with the prior consent of the County, to make any required tests and inspections and to evaluate the difficulties attending the execution of the proposed Contract, including local conditions, site conditions, location and availability of utilities, labor, transportation facilities, uncertainties of weather, subsurface conditions and other contingencies, to the degree that such examinations should be reasonably undertaken by a prudent, experienced general contractor.

D. Bidders are expected to read and become familiar with the Contract Documents, including all addenda. Failure of the bidder to do so will not relieve a bidder of the obligation to furnish all plant, labor, material, equipment, facilities and services necessary to carry out the provisions of the Contract Documents and to complete the required work for the consideration set forth in the bid.

E. The County does not assume any responsibility for any interpretation, determination or conclusion made or assumed by a bidder, arising from the bidder's examination of the Contract Documents or other matters relevant to the Work, or arising from a bidder's failure to make such examinations, to the degree that such examinations should have been reasonably undertaken by a prudent, experienced general contractor.

F. After the submission of its Bid, no Bidder shall be permitted to make any claims alleging insufficient data or incorrectly assumed conditions, nor shall any Bidder be permitted to claim any misunderstanding with regard to the nature, conditions or character of the Work or any elements thereof to be provided or performed hereunder, to the fullest extent that such conditions, character or nature of the work or elements thereof were known or should have been reasonably foreseen or anticipated by a prudent and experienced general contractor.

63. No Express or Implied Representations

The County does not make any express or implied representations or warranties as to the accuracy of the information shown on drawings of previous construction or any interpretation of same. Prior to submission of bids, bidders shall ascertain by their own field inspections the accuracy of the information shown on any existing drawings or reports. It shall be the responsibility of each Bidder to verify all distances, measurements, quantities and locations in the field prior to submission of bids and as work proceeds after a Contract has been awarded.

Atlantic County will not be held responsible for a bidder's failure to receive information due to the bidder's failure to schedule Pre-Bid viewing of the project area.

64. Ethical Standards; Truth In Contracting Laws:

A Bidders should be aware of the following statutes that represent "Truth in Contracting" laws:

1. N.J.S.A. 2C:21-34 et seq., governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
2. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.

3. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.

4. Bidder should consult the statutes or legal counsel for further information.

B. In addition to and without limitation upon any other law, rule or standards related to ethics in public bidding and contracting, take note that County employees are prohibited by policy from accepting gifts from vendors. Consequently, all bidders should be aware and should make all employees and representatives aware that they may not offer any item or material, irrespective of the perceived value of the item or material, to any County employee. Items and materials that have been or are intended to be discarded by the bidder shall not be offered or given to a County employee. Bidders must immediately report to the County Purchasing Agent any County employee who approaches the bidder, the bidder's employees or representatives and solicits, requests or suggests in any way that the bidder provide something as a gift to a County employee.

65. Debarred Bidders

No work may be awarded to a Contractor or subcontractor who is included on the State Treasurer's List of Debarred, Suspended and Disqualified Bidders, or who has been debarred, suspended or disqualified by the State of New Jersey or by the United States government. By submitting a Bid, the Bidder warrants to the County that neither the Bidder nor any of its subcontractors is Debarred, Suspended or Disqualified by the State of New Jersey or by the government of the United States from an award of any public contract. This warranty to the County is in addition to any warranty or representation made by the Bidder in its Federal Debarment Certification.

66. Captions and Headings

Captions and headings used throughout this document are for convenience only and shall not be used or interpreted as having any particular meaning or limitation upon the terms and conditions stated herein. Similarly, organization and division of various sections is only intended for organizational convenience and shall not be construed to affect or limit the specific terms and conditions of the various provisions herein.

67. Atlantic County will not be held responsible for vendors not receiving general information due to their not scheduling any Pre-Bid viewing of the project area.

NO UNSCHEDULED WALK-INS AT THE PROJECT SITE WILL BE ALLOWED

GENERAL CONDITIONS

1. Contractor's Performance of the Work; Contractor's Workforce

A. Provision of Necessary Workforce - The Contractor shall provide the necessary workforce to accomplish the Work as set forth in the Contract Documents, and if necessary, to increase said workforce to complete the Work within the time schedule and performance requirements set forth in the Contract Documents. The Contractor shall furnish all materials, tools, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a proper workmanlike manner within the time stipulated as set forth in the specifications.

B. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its subcontractors carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Contractor shall be responsible for its own labor relations with any trade or union represented among its employees, and shall resolve any disputes between Contractor and his employees or anyone representing such employees, promptly and at no expense to the County.

C. Removal of Workforce Members for Cause - The Contractor shall remove any of its employees or subcontractors from County property who are deemed by the County to be unable to meet the requirements and conditions set forth herein, including but not limited to unexcused violations of any laws, rules, or ordinances that are applicable to the Work, refusal to comply with terms and conditions of the Contract Documents, unexcused interference with inspections, disruptive behavior or other good causes.

D. Use of Specified Materials and Processes - The Contractor shall procure and utilize materials, equipment and process as specified by the Contract Documents. The Contractor shall make no substitutions of any specified material, equipment, process or other component of the Work, without good cause and without first securing the written consent of the County, after evaluation by the County's Resident Engineer / Resident Engineer and in accordance with a Change Order.

2. Contractor's Superintendent

The Contractor shall provide and designate a Superintendent who shall be assigned to oversee and manage performance of the Work on a day to day basis. The Contractor shall ensure that its Superintendent has sufficient credentials and experience in provision, administration and supervision of the Work required hereunder. The Contractor's Superintendent shall monitor all installations, all contract administration duties and shall oversee performance of the Work by the Contractor's workforce and any subcontractor or other third party performing any part of the Work by or on behalf of the Contractor. The Contractor's Superintendent shall serve as the designated contact person at the Work site who shall be available during all working hours to review and respond to any instructions, directives, concerns or other matters raised by or on behalf of the County.

In the event that the designated Project Superintendent shall be unable to perform these responsibilities, due to injury, illness, severance of employment or any other reason, the Contractor shall promptly notify the County and shall designate another duly qualified employee to serve as a substitute Project Superintendent, within 48 hours.

3. County not Responsible for control of Contractors, for Construction Means and Methods

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be responsible in any way for the acts or omissions of the Contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

4. Independent Contractor

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall not be deemed to be an agent, partner or joint venture of the County. The Contractor shall assume all responsibility and expense for the Contractor's Work, and for all risks and casualties of every description arising out of the Contractor's performance of the Work. Nothing arising from the Contract Documents or performance of the Project shall be construed to create a contractual relationship of any kind (1) between the County and Contractor, (2) between the County and any Subcontractor or Sub-subcontractor, (3) between the County and any other party. The County's Resident Engineer / Project Resident Engineer shall, however, be entitled to performance and enforcement of obligations under the Contract Documents intended to facilitate performance of the Work.

5. Subcontractors and Assignments

A. Assignment to any third party of any monies due or to grow due the bidder or any subcontractor based upon this bid is prohibited and will not be recognized by the County. Any such assignment shall be considered a default by the County

B. The contractor shall not subcontract any portion of the work covered by these specifications without the prior written and explicit consent of the County of Atlantic. No subcontract will be effective or deemed permitted without the prior written consent of the County, and any authorized subcontract shall be considered a default by the County.

C. The successful Bidder must maintain and submit to Atlantic County a list of subcontractors and their addresses that may be updated from time to time during the course of contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under this contract.

D. All subcontractors shall provide a copy of their business registration to any contractor who shall forward it to the County. No contract with a subcontractor shall be entered into by any contractor under any contract with Atlantic County unless the subcontractor first provides proof

of valid business registration. The successful Bidder as well as their subcontractors and each of their affiliates shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due Pursuant to the "Sales and Use Tax Act," P.L. 1966, c. 30 (N.J.S.A. 54:32B-1et seq., on all their sales of tangible personal property delivered into the state of New Jersey.

E. The Contractor shall be the party solely and fully responsible to the County for the performance of all requirements of the Contract Documents, at all times and in all respects, without regard to any subcontract or assignment agreement. If a subcontract or other assignment is authorized by the County, the assignee or subcontractor shall enter into an agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents. The Contractor shall provide the County with copies of all subcontractor agreements upon the County's request.

F. The Contractor shall be responsible for payment of all of its subcontractors for all materials, goods, services and labor provided by such subcontractors in connection with the Work, to the extent that such amounts are justly due and owing, subject only to such offsets, retainage and other adjustments that may be permitted by law.

6. Contractor's Duty to Perform

The Contractor's obligation to perform and complete the Work and provide all Services in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work or Services that are not in accordance with the Contract Documents, or as a waiver or release of Contractor's obligation to perform the Work and provide Services in accordance with the Contract Documents: observations made by the County, recommendation of any progress or final payment by the County, any determination that work is substantially completed or any payment by County to Contractor under the Contract Documents, any use of or reliance upon the Work or Services any part thereof by the County, any acceptance by the County, any failure to do so, any review and approval of a Shop Drawing, sample, submittal, substitution, or the issuance of a notice of acceptability, any inspection, test or approval by others, or any correction of defective Work by the County, any limitations of any Subcontractor's or Supplier's warranty, or similar actions or omissions by the County.

7. Reliance upon Drawings, Plans and Other Information Provided by the County

All information provided by the County to the Contractor is only offered to show conditions that are believed to exist, but it is not intended to be inferred that the conditions as shown thereon constitute a true and accurate representation by or on behalf of the County that such conditions actually exist. The Contractor shall be solely responsible to inspect the job site prior to commencement of the Work and to field verify conditions and measurements that actually exist. If any discrepancy exists, the Contractor shall promptly notify the County and await clarification regarding resolution of any such discrepancy by the County.

To the fullest extent permitted by law, the Contractor shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown in drawings and plans, if any, and any other information provided by the County to the Contractor and the actual

conditions revealed during the progress of the Work, to the extent that such conditions should have been reasonably observed or discovered by the Contractor prior to commencement of work affected by such variations.

Nothing in this Section shall be deemed to waive or limit the rights and duties of the County and the Contractor arising under the Changed Conditions Clauses, as set forth hereinafter.

8. Review of Contract Documents And Field Conditions By Contractor

A. Before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work and shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the Resident Engineer as a request for information in such form as the Resident Engineer may require.

B Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Resident Engineer, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a license design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the Contractor shall be reported in writing promptly to the Resident Engineer.

C. If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Resident Engineer in response to the Contractor's notices or requests for information, the Contractor shall make Claims for Changes to the Work.

D. The Contractor shall not be liable to the County or Resident Engineer for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Document unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and failed to report it to the Resident Engineer.

9. Patent Fees, Licensee Fees and Royalties

Contractor shall pay all patent and license fees and royalties (if any) and assume all costs incident to the Contractor's use of all materials and equipment necessary for the Contractor's performance of the Work.

Only applies to complex projects

If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work, review and or approval thereof by the County shall be for the sole purpose and benefit of the County to assess apparent adequacy for

the Work, and shall not be an approval of the use thereof by Contractor, in violation of any patent or other rights of any third person. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless the County and its officers, directors, employees, agents, and other Bidders of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights, or license fees or similar assessments incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

10. Permits

The Contractor shall be responsible for identifying, applying for and obtaining any governmental agency permits and consents, along with any utility company permits, authorizations, relocations or consents, that may be necessary to proceed with the work which have not been obtained by the County, including (but not necessarily limited to) permits under the Uniform Construction Code, the Uniform Fire Safety Code and Soil Conservation District. Costs of application and compliance with all such permits shall be the contractor's responsibility.

11. Prompt Performance

The Contractor's performance of the Work in a timely manner, without undue disruption of normal County operations and services is an essential component of the Work. The Contractor shall begin the Work promptly on the date of commencement as directed by the County and shall provide a level of effort necessary to carry the Work forward expeditiously, with adequate forces to achieve completion at the earliest possible date within the Contract Documents

12. Progress Schedule

Subject to and without limitation upon any more specific requirements of any Technical Specifications and County Special Conditions below, the Contractor shall develop and observe a task-oriented progress schedule that shall include a proposed start and completion date for the Work, with proposed progress milestones. The Contractor shall develop and maintain the schedule as necessary to complete the Work within any time limits set forth in these Specifications.

Upon execution of the contract, the Contractor shall submit its schedule to the County, which shall be subject to review and approval by the County. The Contractor shall be responsible for preparing updates and corrections to the progress schedule, to reflect the actual contract start and such other adjustments as may be necessary and appropriate to complete the Work in an orderly manner within the specified project time limits. Submission of the progress schedule and approval thereof by the County, including modifications and corrections thereto, shall not act as waiver of the contract time, the completion date or any other requirement of the Contract

Documents, and shall not constitute a substitute for or evidence approval of any change order or contract modification.

At the County's request, the Contractor shall update the schedule when the County determines that an updated schedule is required.

13. Pre-Construction Meeting and Progress Meetings

Subject to and without limitation upon any more specific requirements of the Technical Specifications and County Special Conditions below and prior to commencing the Work, at a specific time and place as directed by the County, the Contractor shall meet with the County's Project Manager / County Engineer or his designee at a pre-construction meeting. In addition, Progress Meetings shall be held as Work proceeds on an as needed basis as directed by the County.

Pre-Construction and Progress Meetings shall be held to review and address issues related to the Work and may include: schedule compliance, critical sequencing, equipment or material deliveries, use of County property, contract compliance, quality control issues, avoidance of interference with County operations, requesting and processing contract modifications, and such other matters which are relevant to the orderly and expeditious performance of the Work.

Requirements for the Pre-Construction meeting will include

- List of Subcontractors with Contact Information
- Worker Licenses (if applicable, i.e. hazmat abatement/remediation)
- Worker Security, PREA, CARI, Background Approvals (if applicable)
- Pre-construction Photos with Keyplan
- Site Survey of Pre-Existing Conditions (if applicable)
- Site Plan for Temporary Facilities, Control, Staging, Worker Parking, etc.
- Initial Schedule of Values for Approval
- Initial Construction Schedule for Approval with Milestones
- Initial Submittal List/Log for Approval

The Contractor shall be responsible for preparation and distribution of meeting minutes which shall include issues and actions to be taken.

In addition, the Contractor's Project Manager shall maintain a daily job log, which shall record daily work progress, job conditions, weather conditions, subcontractors on site and any testing operations or inspections of the Work.

All meetings will be attended by the Contractor's Project Manager and by a duly authorized representative of the County.

14. Adherence to the Schedule; Modifications of the Schedule

A. Subject to and without limitation upon any more specific requirements of the Technical Specifications and County Special Conditions below, there shall be no modification of the Work schedule without the prior written approval of the County.

All requests for modifications shall be made by the Contractor in writing, subject to prior approval of the County, in its sole judgment as to whether good cause exists and whether such time extensions shall interfere with safe and orderly operation of the County Facility where the work is being performed.

B. Failure to comply with the schedule and complete the Work within the Contract Time shall constitute a default and shall result in assessment of liquidated damages for each day of delay, in accordance with the more specific requirements of the Technical Specifications and Contract Documents, along with imposition of any other remedy authorized by the Contract Documents.

C. Where Contractor is prevented from completing any part of the Work within the specified Installation Times due to delay beyond the control of Contractor, the Contract Time may be extended in an amount equal to the time lost due to such delay, provided that the Contractor shall have first secured County consent based upon notice to the County which shall include verification of the reasons asserted that delays are beyond the control of Contractor, due to acts or neglect of others, County directives that require modification of the schedule, fires, epidemics, abnormal weather conditions or acts of God that prevent schedule adherence (referred to below as "excusable cause"). Any such extension shall additionally be subject to and in accordance with the more specific requirements of the Technical Specifications

D. If in the opinion of the County, the Contractor is falling behind in the performance of Installation Work without excusable cause as set forth above, the County shall notify the Contractor, and the Contractor shall take such steps as may be necessary to improve his progress, which may include but not be limited to dedication of additional staff, additional hours, or other means, without additional cost to the County. Failure to comply shall constitute grounds for declaring the Contractor in default.

15. Work During Regular Business Hours

All work shall be performed during regular daylight business hours (defined as work occurring between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday), provided however, that Contractor may make application to the County to work on evening or weekend hours, which shall be subject to the County's approval and subject to any more specific requirements of the Technical Specifications and the County Special Conditions. If the Contractor's work extends for more than 9 consecutive hours within any regular business day, the Contractor shall be responsible for all costs associated with such extended hours, including but not limited to any salaries, overtime, inspections, traffic control and equipment costs incurred on account of the extended hours.

16. Construction Layout

Subject to and in accordance with any more specific requirements of the Technical Specifications, the Contractor shall, prior to commencement of work, review all design plans, investigate field conditions and perform all layout and mark-outs under the direction of a Licensed Professional Land surveyor, as necessary to accomplish the Work, at no additional costs to the County.

17. Hot Work

The term "hot work" means hot riveting, welding, burning, open flame use, or other mechanical spark-producing operations or those operations resulting in high temperature surfaces. It also includes opening electrical systems which have the potential of arcing or otherwise igniting a flammable material. Without limitation upon any other regulatory requirement or prudent practice applicable to the Contractor's Work, the Contractor shall perform all hot work in a fire-safe manner. The Contractor shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires when "hot work" is required. The Contractor shall comply with applicable federal, state, and local fire-prevention regulations.

18. Cutting, Selective Demolition, Patching

A. In addition to any more specific requirements and conditions set forth in the Technical Specifications or elsewhere in the Contract Documents, the Contractor shall be responsible for performing all cutting, demolition and patching operations necessary to accomplish the Work in accordance with all applicable Codes, Manufacturer warranties, industry practices and any specific requirements and limitations applicable to cutting and patching individual parts of that Work.

B. Contractor Submittals

Approval of procedures for Cutting, Demolition and Patching is required before proceeding. The Contractor shall submit a proposal describing procedures. Include the following information, as applicable, in the proposal:

1. List products to be used and firms or entities that will perform Work as well as a detailed description of the Work itself.
2. Indicate dates when cutting and patching is to be performed and the anticipated duration of the Work.
3. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
4. If cutting and patching involves additions and modifications to structural elements, submit details and engineering calculations to show how these additions will be integrated with the original structure. In all cases indicate any changes in the elevation of the ceiling, or the effect on mechanical and electrical distribution systems.

5. Prior to the cutting and patching of interior Architectural Elements building components or modification of exposed finishes, review the repair/restoration procedures with the Architect prior to the inception of Work.
6. Approval by the Architect to proceed with cutting and patching does not waive the Architect's or the Owner's right to later require complete removal and replacement of a part of the Work found to be unsatisfactory or otherwise unacceptable.

The Contractor shall not cause or permit cutting, demolition or patching of any structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio, or which would otherwise fail to comply with the requirements of the Contract Documents. . The Contractor will assume all responsibility for the integrity of the assembly and related assemblies upon the start of cutting or demolition work. The Contractor will provide all required bracing and shoring as directed by the County Project Manager / County Engineer and by standard construction practices.

The Contractor shall not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.

The Contractor shall not cut, damage, alter or patch any part of the Work in a manner that would, in the County's opinion, reduce the aesthetic qualities of any fixture or element of the Work, or result in visual evidence of cutting and patching that is not otherwise permitted or directed by the Contract Documents. The Contractor shall remove, repair and /or replace Work cut and patched in a visually unsatisfactory manner.

19. Unit Prices

A. A unit price is an amount stated on the Contractor's Bid Form/ Unit Price Schedule as a price per unit of measurement for materials and services. Unit Prices will be used to evaluate Contractor Payment Applications, work progress and entitlement to payments.

Unit prices will also be used as the basis to determine the value of amounts to be added to or deducted from the Contract Sum by Change Order, work performed on an "if and where directed" basis and claims in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.

B. Each Unit price shall include all necessary material, overhead, profit, all costs and applicable taxes, fees, licenses and royalties of any kind attributable to the performance or provision thereof.

C. The Contractor shall refer to individual specification sections for activities requiring the establishment of unit prices. Additional provisions regarding methods of measurement and payment for unit prices are specified in those sections.

D. Payment for unit price work and materials shall be based upon actual quantities delivered, installed and accepted by the County.

E. This section shall be in addition to, and shall not limit any more specific provisions concerning Unit Prices in the Technical Specifications and other provisions of the Contract Documents.

20. Schedule of Values

A. Without limitation upon any more specific term or requirement set forth in the Technical Specifications, "Schedule of Values" shall mean an itemized list that shall be prepared by the Contractor that establishes the values allocated to the various portions of the Contractor's Work and supported by such substantiating data as the County may require.

B. The Contractor shall use the Project Manual Table of Contents (if any, as set forth in the Technical Specifications or such other format as the County may provide) as a guide to establish the format for the Schedule of Values.

C. The Contractor shall develop a schedule of values that shall be fully consistent with the Contractor's Construction Schedule, and shall include all unit prices, extensions thereof and lump sum prices as set forth in the Contractor's bid. The schedule of values shall include all divisions of the Work, and shall be based upon costs sufficient for all materials, labor, design costs (if any) profit and overhead reasonably necessary to perform each component of the Work, in accordance with the Contract Documents.

D. The Schedule of Values will include Identification: Include the following Project identification:

1. Project name and location.
2. Name of the Architect.
3. Project number.
4. Contractor's name and address.
5. Date of submittal.

E. The Schedule of Values shall be arranged in a tabular form with separate columns to indicate the following for each item listed:

1. Generic name;
2. Name of subcontractor
3. Name of manufacturer or fabricator.
4. Name of supplier
5. Change Orders (CO) and/or Requests Against Allowances (RAA) that have affected value.
6. Dollar value.
7. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to 100 percent.

In addition, the Contractor shall provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into several line items.

F. The Contractor shall supply its proposed Schedule of Values to the County within ten (10) days after issuance of the Notice To Proceed or execution of contract, as agreed to between County and Contractor. In the event that the County rejects the Contractor's proposed Schedule of values, the Contractor shall promptly provide such amendments and corrections as may be necessary or required by the County.

G. The Contractor shall coordinate the schedule of values with other schedules and components of contract administration, including:

1. Contractor's Construction Schedule.
2. Application for Payment form.
3. List of subcontractors
- 4.. List of products.
5. List of principal suppliers and fabricators.

H. The County will use the approved Schedule of Values in connection with the County's evaluation of the Contractor's Invoices and Work progress. The approved Schedule of values may also be used by the County as part of its assessment of any proposed change orders, Contract amendments and adjustments, as the County may deem necessary or advisable

21. Payment Applications

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the County Project Manager / County Engineer and paid for by the Owner.

B. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

C. Unless the County specifies otherwise, the Contractor shall use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment. The Contractor shall also submit a completed Atlantic County Standard Invoice with original signature.

D. The Contractor shall complete every entry on the payment application form. The form shall be executed by a person authorized to sign legal documents on behalf of the Contractor and County. Incomplete applications will be returned without action. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions have been made, and shall include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: The Contractor shall Submit three (3) signed and sealed, executed copies of each Application for Payment, one completed Atlantic County Standard invoice, to the Architect by means ensuring receipt within twenty-four (24) hours; one (1) copy shall be complete, including waivers of lien and similar attachments, when required.

F. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of mechanics lien from every entity who may lawfully be entitled to file a mechanics lien arising out of the Contract, and related to the Work covered by the payment.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment, include the following:

1. List of subcontractors.
2. Completed Security & Control forms for each worker anticipated to be on site. This list is to be updated as needed throughout the project.
3. List of principal suppliers and fabricators.
4. Schedule of Values.
5. Contractor's Construction Schedule.
6. Copies of building permits.
7. Certificates of insurance and insurance policies.
8. Performance and payment bonds.
9. Data needed to acquire the Owner's insurance.
10. Initial settlement survey and damage report.

Initial Application of Payment package to include

1. AIA Payment Application (3 copies)
2. County Standard Invoice
3. Initial Manning Report (2 copies)
4. Certified Payrolls (2 sets)
5. Affidavit of Payment of Debts & Claims (2 copies)
6. Affidavit of Release of Liens (2 copies)
7. Approved Construction Schedule with Milestones
8. Submittal Log with Status
9. Construction (& any other required) Permit(s)
10. Insurance Certificate
11. Bond with 1 Year Warranty
12. Extended Warranty/Maintenance Bond (if applicable)
13. Pre-Construction Photos with Keyplan
14. Progress Photos with Keyplan (if applicable due to time between pre-con pics & Initial Payment Application)
15. Daily Logs

H. Application for Payment at Substantial Completion: The County requires a Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CO), or Certificate of Approval (CA) from the ruling construction code entity in order to consider the work substantially complete. Following issuance of the Certificate of Substantial Completion, the Contractor shall submit an Application for Payment. This application shall reflect any Certificates of Partial Substantial Completion issued previously for the County's use or occupancy of designated portions of the Work.

Administrative actions and submittals that shall proceed or coincide with this application include:

1. Occupancy permits and similar approvals.
2. Warranties (guarantees) and maintenance agreements.
3. Test/adjust/balance records.

4. Maintenance instructions.
5. Start-up performance reports.
6. Change-over information related to Owner's occupancy, use operation, and maintenance.
7. Final cleaning.
8. Application for reduction of retainage, and consent of surety.
9. Advice on shifting insurance coverage.
10. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion. (Punch List issued by Architect with County review.)

Application for payment at Substantial Completion to include

1. AIA Payment Application (3 copies)
2. County Standard Invoice
3. Monthly Manning Report (2 copies)
4. Certified Payrolls (2 sets)
5. Affidavit of Payment of Debts & Claims from GC & Subcontractors (2 copies)
6. Affidavit of Release of Liens from GC & Subcontractors (2 copies)
7. Warranties/Workmanship Bonds/Maintenance Agreements, etc.
8. Copy of Letter from A & E Identifying Substantial Completion Date
9. Copy of Initial Punchlist with Completion Dates
10. Updated Construction Schedule with Milestones
11. Training of County Staff Schedule (if applicable)
12. All Testing/Balancing Reports or Schedule of Same (if applicable)
13. Final Submittal Log
14. Temporary Certificate of Occupancy/Approval (as applicable)
15. Photos with Keyplan as of Substantial Completion/Initial Punchlist
16. Copy of Utility Disconnect Notices (if applicable)
17. Daily Logs

I. Administrative actions and submittal which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion. These items should be specified in writing with estimated completion date as agreed to by County.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay. These Punch List items must be completed within 30 days of Substantial Completion unless specifically agreed to by the County.
5. Transmittal of required Project construction records to Owner.
6. Proof that taxes, fees, and similar obligations have been paid.
7. Removal of temporary facilities and services.
8. Removal of surplus materials, rubbish, and similar elements.
9. Correction of any Defective Work and Acceptance of all Work, as set forth below.

Application for Payment at Final payment to include

1. AIA Payment Application (3 copies)
2. County Standard Invoice
3. Monthly Manning Report (2 copies)
4. Certified Payrolls (2 sets)
5. Affidavit of Payment of Debts & Claims from GC & Subcontractors (2 copies)
6. Affidavit of Release of Liens from GC & Subcontractors (2 copies)
7. Copy of All Warranties
8. Letter from A & E Accepting Project as Complete
9. Final Certificate of Occupancy/Approval (as applicable)
10. Final Photos with Keyplan
11. Final Submittal Log
12. Final Daily Logs
13. Final Punchlist with A & E Acceptance a Complete
14. Final Actual Project Construction Schedule with Milestones
15. All Closeout Documents (2 Sets of Hardcopy & 2 CD's)
 - a. Includes AsBuilts with All Approved RAA's/CO's Identified on Drawings

22. Contract Modification

Subject to any applicable conditions and requirements regarding Contract Modifications and Changes in the Work set forth in the Technical Specifications or elsewhere in the Contract Documents, this Section specifies administrative and procedural requirements for handling and processing Contract modifications.

A. MINOR CHANGES IN THE WORK:

Supplemental instructions authorizing minor changes in the Work, not involving an adjustment to the Contract Sum or Contract Time, will be issued by the County Project manager / County Engineer on AIA Form G710, Supplemental Instructions or in an equivalent format.

B. IF ALLOWANCES ARE INCLUDED IN BID REQUESTS AGAINST ALLOWANCE

Owner initiated Requests Against Allowance and/or Contractor initiated Requests Against Allowance will require the Contractor to use the unit pricing on the Proposal Form. Should other types of work be requested by either party, it shall be priced at a time and material basis with the Contractor's mark-up in compliance with the New State bidding laws for Public Works contracts. All Requests Against Allowance MUST be approved by the COUNTY prior to initiating the work.

Payment request against Allowance to include

1. Fully Executed RAA Form (GC, A & E, County)
2. Description of Work
3. Itemized Unit Pricing (if applicable)
4. GC Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
5. Subcontractor Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
6. Identified Credit due to County (if applicable)

7. Number of Additional/Deducted Schedule Days Identified (if applicable)

ANY WORK COMPLETED WITHOUT PRIOR WRITTEN AUTHORIZATION WILL NOT BE PAID.

C. COUNTY INITIATED CHANGE ORDER PROPOSAL REQUESTS

Proposed changes in the Work that will require adjustment to the Contract Sum or Contract Time will be issued by the County Project manager / County Engineer with a detailed description of the proposed change and supplemental or revised Drawings and Specifications, if necessary.

1. **Proposal requests issued by the County Project Manager / County Engineer** are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
2. Unless otherwise indicated in the proposal request, within ten (10) days of receipt of the proposal request, submit to the County Project manager / County Engineer for review an estimate of cost necessary to execute the proposed change.
3. Include a list of quantities of products required and unit costs, along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
5. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
6. **CONTRACTOR MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE COUNTY PRIOR TO PERFORMING THE WORK. ANY WORK COMPLETED WITHOUT PRIOR APPROVAL WILL NOT BE PAID.**

A. Contractor-Initiated Change Order Proposal Requests:

When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the County Project manager / County Engineer.

1. Include a statement outlining the reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and Contract Time.
2. Include a list of quantities of products required and unit costs along with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts
4. Include a statement indicating the effect the proposed change in the work will have on the Contract Time.
5. Comply with requirements in the specifications regarding PRODUCT REQUIREMENTS if the proposed change in the Work requires the substitution of one product or system for a product or system specified.
6. CONTRACTOR MUST RECEIVE PRIOR WRITTEN APPROVAL FROM THE COUNTY PRIOR TO PERFORMING THE WORK. ANY WORK COMPLETED WITHOUT PRIOR APPROVAL WILL NOT BE PAID.

B. Change Order Procedures:

1. Upon the County Project manager / County Engineer recommendation of a Change Order Proposal Request, the County will submit the proposed Change Order to the Atlantic County Board of Chosen Freeholders for review and approval.
2. No change order will be effective without the approval of the Board of Chosen Freeholders as provided in the Contract Documents.

Payment Request for items in a change order to include

1. Fully Executed Change Order Form (GC, A & E, County)
2. Description of Work being added or deducted.
3. Drawings, Sketches, etc. of Work
4. GC Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
5. Subcontractor Itemized Time & Material Cost (maximum 5% overhead & 5% profit)
6. Identified Credit due to County (if applicable)
7. Number of Additional/Deducted Schedule Days Identified (if applicable)

23. Project Close Out:

This Section specifies administrative and procedural requirements for Project Closeout, including, but not limited to:

1. Inspection procedures.
2. Project Record Document submittal, (As-Built Drawings.)
3. Operation and Maintenance manual submittal.
4. Submittal of Warranties.
5. Final Cleaning.

A. SUBSTANTIAL COMPLETION:

The County determines the work substantially complete upon receipt of a Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CO), or Certificate of Approval (CA) from the ruling construction code entity.

Preliminary Procedures: Before requesting inspection for Certificate of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 2. Advise the Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
 6. Deliver tools, spare parts, extra stock, and similar items.
 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mockups, and similar elements.
 9. Complete final cleanup requirements, including touch up painting. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedure: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
- C. Final Acceptance:
Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit consent of surety to final payment.
4. Submit a final liquidated damages statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

Final Acceptance Documents to include

1. Final AsBuilts
 2. Final Signed & Sealed Survey (if applicable)
 3. Complete Submittal Log with Approved Submittals
 4. Complete RAA Log with Approved RAA's
 5. All Project Photo's with Keyplan
 6. Warranties with Term Dates
 7. Final Utility/Fuel Meter Readings (if applicable)
 8. List of Attic Stock & Location Stored
- D. Re-inspection Procedure: The Architect will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed under circumstances acceptable to the Architect.

24. Record Document Submittals:

- A. General: Do not use Record Documents for construction purposes; protect from deterioration and loss in a secure, fire-resistant location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Owner, but was not shown on the Contract Drawings or the Shop Drawings.
 3. Note related change order numbers where applicable.
 4. Organize Record Drawing sheets into manageable sets, bind sets with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- C. Record Product Data: Maintain one copy of each Product Data submittal. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation. Note related Change Orders and mark-up Record Drawings and Specifications.
- D. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Architect for the Owner's records.
- E. Maintenance Manuals:
Organize Operation and Maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency Instructions.
 2. Spare Parts list.
 3. Copies of Warranties.
 4. Recommended Maintenance Procedures.
 5. Inspection Procedures.
 6. Shop Drawings and Product Data.
- F. CLOSEOUT PROCEDURES:

Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedure, provide instruction by manufacturer's representatives. Include a detailed review of the following items:

1. Maintenance Manuals.

2. Training of County Personnel in Maintenance Procedures
3. Record Documents.
4. Spare Parts and Materials.
5. Tools.
6. Control sequences.
7. Cleaning.
8. Warranties and Bonds.

G. FINAL CLEANING:

1. General: General cleaning during construction is required by the General Conditions and is included in Specifications.
2. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
3. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
4. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
 - a. Where extra materials of value remaining after completion of associated work, have become the Owner's property, arrange for disposition of these materials as directed.

25. Completion and Acceptance of Work

Subject to and without limitation upon any more specific requirements of the Technical Specifications and County Special Conditions below, the Work to be performed by the Contractor shall be deemed complete when ALL of the following have been performed or supplied by the Contractor to satisfaction of the County:

- A. The Work has, in the judgment of the County, been completed satisfactorily, and all components that require testing have been successfully tested in all respects according to the Contract Documents;
- B. The Work is fully completed, operational and ready for use by the County in all respects in accordance with the Contract Documents, including correction of all punch list items and any other Defective or Unauthorized Work; and
- C. The Contractor has, to the County's satisfaction, executed and delivered to the County or its designated representative all documents, permits, certificates of

completion, proofs of compliance, release of claims, surety consents and any other documents the County deems necessary assure compliance with these specifications.

26. Defective or Unauthorized Work

Any portion of the Work, including any materials, goods, equipment, labor, services or combination thereof which in the judgment of the County Project Manager / County Engineer, fails to meet the requirements of the Contract Documents, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work. Any Work including any materials, goods, equipment, labor, services or combination thereof which in the judgment of the County is not authorized or required by the Contract Documents shall be classified as Unauthorized Work.

Any Work, including materials, goods, equipment, labor, services or combination thereof which in the judgment of the County or in the judgment of any Manufacturer, supplier or other entity that is intended to provide a warranty pertaining to the Work or any component thereof, fails to meet the requirements of the Contract Documents, including but not limited to any requirement necessary for the issuance of a required warranty, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work.

27. Removal and Correction of Defective or Unauthorized Work

A. Any Defective or Unauthorized Work performed by the Contractor, regardless of whether observed before or after completion of the Work and whether or not fabricated, installed or completed, shall be removed immediately and replaced by the Contractor with Work and materials which shall conform to the specifications, or shall be otherwise corrected and remedied in an acceptable manner authorized by the County or its designee. The Contractor shall bear all costs of correcting, removing or replacing such rejected Work, including compensation to the County for the County's additional costs made necessary thereby.

B. This clause shall have full effect regardless of the fact that the Defective or Unauthorized Work may have been performed, or the defective materials used, with the actual or implied knowledge of the County. The fact that the County or its designee may have previously overlooked such defective work shall not constitute an acceptance of any part of it by the County.

C. If, within one (1) year after the date of completion of the Work or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty required by the Contract Documents, or within any such longer period of time that may be set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so. Corrective work shall be completed expeditiously and within 30 days of the County's written notice, unless the County extends the time for completion of such repairs. Acceptance of the Work, or portions thereof shall not serve as waiver of the Contractor's obligation to remove, repair and replace Defective Work, unless the County has previously given the Contractor a specific and explicit written

acceptance of such Defective Work condition. This obligation shall survive termination of the Contract. The County shall give such notice promptly after discovery of the condition.

D. Upon failure of the Contractor to immediately correct, remove or replace Defective or Unauthorized Work within the specified time limit, or to immediately comply with any order of the County made under the provisions of this Section, the County shall have authority to cause such Defective or Unauthorized Work to be corrected or removed and replaced, and the costs thereof, as well as those incurred in storing any rejected materials, shall be deducted from any monies due or to become due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the County. The County reserves the right, should Defective or Unauthorized Work or materials used by or on the part of the Contractor be discovered, either before or after the Project has been accepted, or even after Final Payment has been made, to withhold from the Contractor's payments, or, if not payments remain due and owing to claim and recover by process of law such sums as may be sufficient to correct, remove or replace the Defective or Unauthorized Work or materials, at the Contractor's expense.

Incomplete / Punch list Work,

Any Work included on a Punch list shall be treated as Defective Work and shall be corrected by the Contractor, within 30 days after issuance of the Punch list as set forth in the preceding section.

28. Public Convenience and Safety; Avoidance of Damage to County Property and Property of Others

The safety, protection and convenience of the public and adjacent residents are of primary importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

- A. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, rules and regulations, building and construction codes, shall be observed. The work site and all machinery, equipment and other hazards of any character associated with the Contractor's work shall be safeguarded by the Contractor.
- B. If any operation, practice or condition during the course of the Work is unsafe or is deemed by the County to be unsafe, the Contractor shall immediately take corrective action. Where any operation, practice or condition endangers persons or property, it shall be immediately discontinued by the Contractor and adequate remedial action taken before the affected part of the Work is resumed.
- C. All work shall be performed in a professional and workmanlike manner, with due regard to avoiding damage to County property and to the property of others. Should the Contractor's work cause any damage to County property or property of others, the Contractor shall promptly repair, restore or replace such damaged property to the satisfaction of the County.

29. Accident Reports

If death or injuries to workers or other persons, or damage to property is caused by or occurs in connection with the Contractor's Work, the accident shall be reported immediately by the Contractor to the County, and to the Contractor's insurance carrier, with full details and statements of witnesses (if any). If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the County, giving full details of the claim and the Contractor's response thereto.

30. County not Responsible for control of Contractors, for Construction Means and Methods

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be responsible in any way for the acts or omissions of the Contractor, and any subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

31. Independent Contractor

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall not be deemed to be an agent, partner or joint venture of the County. The Contractor shall assume all responsibility and expense for the Contractor's Work, and for all risks and casualties of every description arising out of the Contractor's performance of the Work.

32. Indemnification

- A. Contractor agrees to protect, defend, indemnify and save harmless the County and its officers, directors, employees, agents, and other consultants of each and any of them from and against all claims, costs, losses and damages, fines, penalties and assessments (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the Contractor's performance of the Work as set forth in the Contract Documents.
- B. If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County, in order to construct, erect, inspect, make delivery or remove property hereunder, the Contractor hereby covenants and agrees to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of any accidents, injuries damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or

County ordinance, regulations, or the laws of the State, or the United States, arising from or related to the Contractor's performance of its Work.

- C. The Contractor shall indemnify and save harmless the County against any and all claims for royalty, patent infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.
- D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment.
- E. If Contractor hires an "Licensed Abatement" Contractor, said Contractor must provide County of Atlantic with Certificate of Insurance outlining ALL current coverages.**

33. Right to Audit Clause

The Contractor shall keep and maintain proper and adequate books, records and accounts accurately reflecting all costs and amounts billed to County with regard to this Project. County, its employees, officers, or representatives shall have the right upon written request and reasonable notice, to inspect and examine all books and records related to the Contractor's books and records specific to the agreement. Such records shall be retained by Contractor for at least seven (7) years. In no event shall books and records be disposed of or destroyed prior to seven (7) years or during any dispute or claim between County and Contractor with regard to this agreement.

34. Termination of Contract

- A. Termination for Convenience:** The County may terminate a Contract, in whole or in part, without showing cause upon giving written notice to the Contractor, when the County determines that termination is in the best interest of the County. The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the Contract Documents. **The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, as of the date of termination.**
- B. Termination by the Owner for Cause:** Without limitation upon any other right or remedy that may exist or be available to the County under the Contract Documents or generally as a matter of law or in equity, the County may terminate the Contract if the Contractor:
 - 1. Persistently or repeatedly refused or fails to supply enough skilled workers or proper materials;
 - 2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the contractor and the subcontractor;

3. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. Otherwise is guilty of substantial breach of a provision of the contract documents.

The County shall pay all costs incurred by the Contractor up to the date of termination, less any credits or setoffs that are due and owing to the County, as specified by the Contract Documents. The Contractor will not be reimbursed for any anticipatory profits, or for any costs or expenses which have not been incurred for materials delivered or work performed for the County, as of the date of termination.

- C. **Notice of Termination.** When any of the above reasons exists, the County may terminate the contract after giving the Contractor and the Contractor's surety, if any, seven (7) days' written notice of the Termination.

35. Waiver.

The failure of the County to enforce any of the terms and conditions of the Contract Documents shall not be deemed to be an express or implied waiver of any such requirements, nor shall it be deemed a waiver of such requirements or any other requirements in any subsequent circumstances, or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or other failure to fulfill any requirements of the Contract Documents.

36. Severability.

Should any provision to the Contract Documents be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect, to the fullest extent possible and necessary to accomplish the overall intent and purposes of the Contract Documents. . The inapplicability or unenforceability of any provision of the Contract Documents shall not limit or impair the operation or validity of any other provision of the Contract Documents.

37. Truck Routes

The County of Atlantic requires that Contractor(s) and all subcontractors shall use major highways and County roads for trucking purposes in connection with this project. Therefore, Contractor shall anticipate this requirement while formulating his/her bid proposal.

After opening of Bids, the low Bidders will be required to submit preferred truck routes using major highways and County roads. The County will review the routes and either approve or mandate changes. The Bidder will be required to follow these routes thereafter. Any changes shall be approved in writing by the County Engineer, or his designee.

38. Ethical Standards

County employees are prohibited by policy from accepting gifts from vendors. Consequently, all bidder should be aware and should make all employees and representatives aware that they may not offer any item or material, irrespective of the perceived value of the item or material, to any County employee. Items and materials that have been or are intended to be discarded by the bidder shall not be offered or given to an employee. Bidders must report immediately any employee who approaches the bidder, the bidder's employees or representatives and solicits, requests or suggests in any way that the bidder provide something as a gift to the employee.

39. Warranties

Without limitation upon any other warranty, representation warranty or duty imposed upon or made by the Contractor in the Contract Documents, the Contract hereby warrants:

A. that this Contractor has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County, employee, officer or officials.

B. that the Contractor, for itself and its subcontractors, is qualified by training and experience to perform the services in accordance with all of the terms, conditions and requirements of the Contract Documents .

C. that the Contractor is ready, willing and able to perform all services in the timeframe and as required by this Contract, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of the Project within the State of New Jersey.

40. Warranty against Defects.

In addition to any other warranty, the Contractor further agrees to extend to the County a one year warranty against defects in material and workmanship of the materials and equipment herein provided to the County, which shall commence upon final Acceptance of the Work by the County

41. Default

Without limitation upon any duty or obligation imposed upon the Contractor by the Contract Documents, Default by the Contractor shall include the following:

- A. Failure by the Contractor to begin work under the Contract within the time specified in the Notice to Proceed, or otherwise according to the Contract;
- B. Failure by the contractor to perform the Work with sufficient workmen, equipment or materials to insure completion of the Work in accordance with the Contract;
- C. Violation by the Contractor of any of the conditions or covenants of the Contract, the Documents, or any order of the County authorized therein, and failure to execute the same in good faith or in accordance with the terms thereof;

- D. Unnecessary, unreasonable or negligent delay by the Contractor in performance of the Contract;
- E. Abandonment or discontinuation by the Contractor of performance of the Work without approval of the County, or failure to resume Work which has been discontinued within a reasonable time after notice to do so;
- F. Failure or refusal by the Contractor to remove materials or perform anew any Work rejected as defective or unsatisfactory;
- G. Failure by the Contractor to complete the Work within the time specified in the Contract, or within the extended time as otherwise provided according to the Contract;
- H. Insolvency or bankruptcy of the Contractor, or commission by him of any act of insolvency or bankruptcy;
- I. Failure by the Contractor to protect, repair or make good any damage or injury to property;
- J. Failure by the Contractor, for any cause whatsoever, to carry on the Work in an acceptable manner;
- K. Conviction of any principal of Contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment;
- L. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
- M. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized as set forth in this Contract.

If the Contractor becomes in Default and fails, refuses or is otherwise unable to cure such default within a time frame that ensures continuous and uninterrupted provisions of all required Work to the County as set forth in the Contract Documents , or shall otherwise fail to comply with any of the terms, conditions, provisions or stipulations of this Contract , according to the intent and meaning thereof, then the COUNTY shall be permitted to pursue any or all remedies that may be available under the Contract Documents, or at law or in equity, including but not limited to an action for specific performance, termination of the contract, or any action for damages arising from the Contractor's default.

Notwithstanding the foregoing, the County and Contractor shall seek to mediate claims and disputes, when resort to litigation is not authorized, as set forth in the Contract Documents.

The commencement of one or more remedy shall not preclude the County from pursuit of any other available remedy.

Should the County fail to make any payment when such payment is due in accordance with the Contract Documents, or otherwise fail to perform any material duty or obligation imposed upon the County by the Contract Documents. the Contractor shall be permitted to proceed with all remedies that may be available at law or in equity, provided that Contractor shall first provide the County with written notice of the circumstances that are alleged to constitute a default and a 30 day opportunity to cure.

42. Continuing the Work

During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work, and no Work shall be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the County.

43. Liquidated Damages

Without limitation upon any other provision regarding liquidated damages in the Contract Documents, all amounts set forth in the Contract Documents as liquidated damages shall be a per day charge for every calendar day that the Contractor is in default in completing the Work or any designated portion thereof in excess of the number of days prescribed. The daily sums herein contracted to be paid by the Contractor to the County for any default or delay in the completion of this Work or portions of Services are stipulated to be not a penalty, but rather, liquidated compensation for damages which the County will suffer by reason of such default, loss of use of property, interest on monies borrowed, increased administrative and engineering costs, and other tangible and intangible losses.

The County may deduct the sum of liquidated damages from any monies due or that become due the Contractor under the Contract. If such monies are insufficient, the Contractor or his surety or sureties shall pay to the County any deficiency in such monies within thirty (30) calendar days. Assessment of Liquidated Damages are not intended and shall not be an exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

44. Mediation Provisions for Construction Contracts

Either party to this contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work required hereunder be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the county's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below.

Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Alternative Dispute Resolution shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Except as specified above, If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation prior to resorting to litigation,

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the contract.
- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party.

In the event that the parties are unable to directly resolve a problem within 10 days of the first notice of the dispute, the aggrieved party shall promptly submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (i) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (ii) Thirty (30) days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation May be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum 1) a brief statement of the nature of the dispute, and 2) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each

person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful within 60 days after the initial request for mediation, then either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior court of New Jersey, Atlantic County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

During the performance of the Work, either party to this contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., or perform Work required hereunder be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the county's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below.

Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law. In addition, Alternative Dispute Resolution shall not prevent either party from pursuing any other remedy, including but not limited to injunctive relief or an action for specific performance, in the event that emergent circumstances exist or when necessary to protect the health, safety or welfare of the public.

45. Removal of Debris

- A. The Contractor shall remove all debris and rubbish from the work daily, in accordance with applicable codes and ordinances, and to dispose of same legally off the property. Debris and rubbish shall not be allowed to accumulate.

- B. All products of removal not scheduled to be reused, or turned over to the County, shall become the property of the Contractor and shall be removed from the site.
- C. If applicable, any existing locks will be removed and returned to the owner.

46. Scope of Work

- A. This project shall include all necessary labor, materials, tools, and appliances to complete the construction in a first quality, workmanlike manner.

47. Project Conditions/Site Conditions

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

48. Examination

- A. Site Verification of Conditions: Verify conditions are acceptable for product installation in accordance with manufacturer's instructions.

49. Submittals

- A. General:
 - 1) Upon request show elevations and sections.
 - 2) Upon request show listing of opening descriptions including locations, material thicknesses, and anchors.
 - 3) Upon request show location and details of all openings.
- B. Product Data: Submit product data as requested.
- C. left blank
- D. Shop Drawings: Submit shop drawings showing layout, profiles, and product components, including anchorage, accessories, and finish colors.
- E. Samples: Submit verification samples for colors. Minimum 2-1/2 inch by 3 inch (61 mm by 73 mm) samples of actual material indicating full color range expected in installed system.
- F. Quality Assurance / Control Submittals:
 - 1) Test Reports: Submit certified test reports showing compliance with specified performance characteristics and physical properties.
 - 2) Installer Qualification Data: Submit installer qualification data.

50. Site Storage and Protection of Materials

- A. The contractor responsible for installation shall remove wraps or covers from materials delivery at the building site. The contractor responsible for installation shall ensure that any scratches or disfigurement caused in shipping or handling are promptly sanded smooth, cleaned, and touched up (with a compatible rust inhibitive Direct to Metal (DTM) primer if required.)
- B. The contractor responsible for installation shall ensure that materials are properly stored on planks or dunnage in a dry location. Materials shall be covered to protect them from damage but in such a manner as to permit air circulation.

51. Delivery & Inspection

- A. Equipment and material shall be delivered F.O.B. destination, to the destination of the project site outlined in this bid, or the location specified by the Director of Facilities or his designee.
- B. The material(s) and equipment(s) shall be subject to inspection and approval by the Division Director of Facilities Management or his designee.
- C. Successful vendor will notify the County 48 hours in advance of delivery by calling the appropriate contact, as directed by County.

52. Preparation

- A. Adjacent Surfaces Protection: Protect adjacent work areas and finish surfaces from damage during product installation.

53. Special Provisions Regarding “Differing Site Conditions”

- A. If the Contractor encounters differing site conditions during the progress of the Work, the Contractor shall promptly notify the County in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the location that is impacted by the differing site conditions.
- B. Upon receipt of a Differing Site Conditions Notice in accordance with paragraph a above, of this subsection, or upon the County otherwise learning of differing site conditions, the County shall promptly undertake an investigation to determine whether differing site conditions are present. If the County determines different site conditions exist and may result in additional costs or delays, the County shall provide prompt written notice to the Contractor containing directions on how to proceed.
- C. The County shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor. If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the

contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.

D. If the County determines that there are no differing site conditions present that would result in additional costs or delays, the County shall notify the contractor, in writing, and the Contractor shall resume performance of the Work. In such event, the Contractor shall be entitled to pursue a Differing Site Conditions claim against the County for additional compensation or time attributable to the alleged differing site conditions.

E. Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.

F. As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

54. Special Provisions Regarding Suspension of Work

A. In the event that the County determines that it is necessary to suspended performance of all or any portion of the Work for a period of time lasting more than 10 calendar days, the County shall give prompt written notice of the suspension to the Contractor.

B. If the performance of all or any portion of the Work is suspended by the County for more than 10 calendar days due to no fault of the Contractor or as a consequence of an occurrence beyond the County's control, the Contractor shall be entitled to compensation for any resultant delay to the Work completion date or additional Contractor expenses, and to an extension of time, provided that, to the extent feasible, the Contractor, within 10 calendar days following the conclusion of the suspension, notifies the County, in writing, of the nature and extent of the suspension of work.

C. The notice a Work Suspension Claim shall include available supporting information, which information may thereafter be supplemented by the Contractor as needed and as may be reasonably requested by the County.

D. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party' shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor

E. Upon receipt of the Contractor's suspension of work notice in accordance with paragraph B of this subsection, the County shall promptly evaluate the Contractor's notice and promptly advise the Contractor of its determination on how to proceed in writing.

F. If the County determines that the contractor is entitled to additional compensation or time, the County shall make a fair and equitable upward adjustment to the contract price and contract completion date.

G. If the County determines that the Contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the County for additional compensation or time attributable to the suspension.

H. Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

55. Special Provisions Regarding Changes In The Character Of The Work

A. If the Contractor believes that the contracting unit has directed the Contractor to undertake a material change to the Work, the Contractor shall notify the County in writing of such Change Of Character to the Work

B. The contractor shall continue to perform all work on the project that is not the subject of the notice of a Change of Character to the Work.

C. Upon receipt of the contractor's change in character notice in accordance with paragraph (A) of this subsection, the County shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

D. If the County determines that a change to the contractor's work caused or directed by the County materially changes the character of any aspect of the Work, the County shall make a fair and equitable upward adjustment to the contract price and contract completion date.

E. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the County to the contractor performing the Changed Character work.

F. If the County determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

G. As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases' the amount of time by which the Contractor completes the work in relation to the contractually required completion date, or both.

56. Special Provisions Regarding Changes In Quantities:

A. The County may increase or decrease the quantity of Work to be performed by the contractor.

- i. If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
- ii. If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

B. For any minor change in quantity, the County shall make payment for the quantity of the pay item performed at the bid price for the pay item.

C. For a major increase in quantity, the County or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the County shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit.

D. In the event of a major decrease in quantity, the County or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the County shall pay the actual costs plus an additional 5 percent for overhead and an additional 5 percent for profit,

E. As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."

57. Record Keeping And Right To Audit:

N.J.A.C. 17:44-2.2 provides that:

"Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

The Contractor and all of its subcontractors agree that they shall keep and maintain complete and accurate records and all documents related to this contract, as required by law, including but not limited to proper and adequate books, records and accounts accurately reflecting all cost and amounts billed to County with regard to this Project.

Upon request all such records shall be made available to employees, representatives and agents of the New Jersey Office of the Comptroller for review, inspection and reproduction, as such employee, representative or agent shall require. Such records shall also be made available for review inspection and reproduction by the County's designated employees or representatives. Such records shall be retained by Contractor and all of its subcontractors for at least five (5) years after the date of final payment. In no event shall books and records be disposed of or destroyed prior to five (5) years, or during any dispute or claim between County and Contractor with regard to this agreement or during any review of such records conducted by the State of New Jersey,

The Contractor is hereby advised that maintenance of such records is required pursuant to N.J.A.C. 17:44-2.2, and that all such records shall be made available for inspection to the New Jersey Office of the Comptroller, upon request during the said five year period and that all such records shall be preserved during the pendency of any dispute or review.

58. Interpretation of Documents

In the event of any inconsistency, conflict or question regarding priority, application or interpretation of provisions in these general conditions, the technical specifications plans or any other contract documents, the provision or interpretation thereof which afford the greatest protection of County interests & which assures contractor performance shall be deemed controlling.

TECHNICAL SPECIFICATIONS

SPECIFICATION INDEX

DIVISION 1 – GENERAL REQUIREMENTS

011000	Project Summary
012100	Allowances
012600	Contract Modification Procedures
012900	Payment Procedures
013100	Project Management and Coordination
013200	Construction Progress Documentation
013233	Photographic Documentation
013300	Submittal Procedures
014000	Quality Requirements
014200	References
015000	Temporary Facilities and Controls
015001	Scaffolding, Exterior & Interior Protects
016000	Product Requirements
017300	Execution
017329	Cutting and Patching
017419	Construction Waste Management and Disposal
017700	Closeout Procedures
017839	Project Record Documents
018000	Construction Schedules and Milestones

DIVISION 2

027000	Selective Demolition
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DIVISION 3, 4 — NOT USED

DIVISION 5 — METALS

051200	Structural Steel
051400	Structural Aluminum Framing
055000	Metal Fabrications

DIVISION 6 — WOOD AND PLASTIC

061000	Rough Carpentry
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DIVISION 7 — THERMAL AND MOISTURE PROTECTION

072500	Weather Barrier
074600	Fiber Cement Siding, Boards and Trim
078400	Firestopping
079000	Joint Sealers

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DIVISION 8 — THERMAL AND MOISTURE PROTECTION

081120 Hollow Metal Doors
087000 Finish Hardware

DIVISION 9 — FINISHES

099000 Painting

DIVISION 16 — ELECTRICAL – Refer to sheet A-0.1

END OF SPECIFICATION INDEX

DRAWING INDEX

- A-0 Cover
- A-0.1 Architectural Notes, Electrical Notes.
- S-1 Structural plan, details and notes.
- A-1 Location Plan and Demolition elevation.
- A-2 Platform and ladder/cage plan, elevation and section.
- A-3 Platform and ladder/cage plan, elevation, sections and details.

END OF DRAWING INDEX

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011000 – PROJECT SUMMARY

PART 1 - GENERAL

1.1 PROJECT

- A. Title: Lenape Park East – Catering Hall Attic Access
- B. Project Location: Lenape Park East, Hamilton Township, Mays Landing, NJ
- C. Owner: County of Atlantic
- D. Owner's Representative: Ms. Leslie A. MacDonnell
- E. Architect: Cristina Buendicho Architect
- F. Structural Engineer: Czar Engineering.
- G. This Project will be performed under a single prime contract.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Use of premises.
 - 3. Owner's occupancy requirements.
 - 4. Project schedule.
 - 5. Warranties.
 - 6. Specification formats and conventions.
 - 7. County Holiday Schedule & Park Event

1.2.1. WORK COVERED BY CONTRACT DOCUMENTS

The work consists of the following:

- A. New Work:

Includes the complete construction and installation of the following, but is not limited to:

- a. Installation of a retractable aluminum ladder and steel platform with guardrail (including a swing gate) for the catering hall attic access.
- b. Installation of a lighting fixture to match existing.
- c. Removal of the existing out-swing hollow metal door and frame, and installation of new in-swing hollow metal door with new hardware, and new paint to match existing.
- d. Replacement of cement board siding to match existing as required for the installation of the retractable ladder and platform.
- e. All work as indicated on the contract documents and as required to provide a complete finish work.

1.2.2. WORK UNDER OTHER CONTRACTS

- A. Project will be constructed under a single prime contract.

1.2.3. USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations.
- B. Use of Site: Limit use of premises to work in areas in the scope of work (SOW). Do not disturb portions of Project site beyond SOW areas.
- C. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.
- D. COVID-19 Requirements: All contractors, subcontractors, vendors, etc. who work on site of this project are required to wear a face mask and maintain 6 FT social distancing (when practicable). All CDC guidelines, as updated and revised from time to time, must be met. Should contractors, subcontractors, vendors, etc. be non-compliant, they will be asked to leave the jobsite.

1.2.4. OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy: Allow for Owner occupancy of project site, building and the use of same by the public during construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize

conflicts and facilitate both Owner and public usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.

- B. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- C. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.

1.2.5. PHASING OF PROJECT

- A. Contractor shall be responsible to maintain unencumbered operation of the complex's facilities, adjacent streets, walkways and parking areas, throughout the entirety of the project.
- B. The work shall be conducted to provide the least possible interference to the activities of the Owner's personnel and the public.
- C. Required county building power disruption shall occur only during non-occupied periods of site and building occupancy. Any major service switch-over shall be planned to occur over a three-day holiday weekend in which the building will be unoccupied. Coordinate all building power disruptions with Owner and Architect prior to commencement of work.
- D. Schedule deliveries to minimize use of driveways, entrances, and to minimize space and time requirements for storage of materials and equipment on-site.

1.2.6. PROJECT SCHEDULE

Any project schedule milestones that are not met may result in the County instituting liquidated damages for each consecutive calendar day (CCD) until the milestone is reach.

- A. This construction project MUST to be completed and closed out within One-hundred & Forty-five (145) consecutive calendar days (CCD) after issuance of Notice to Proceed/Contract Execution Date, as determined at the preconstruction kick-off meeting (Project Start Date). This 145 CCD schedule includes the following milestone deadlines:

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1. Delivery of all Submittals to Architect/ Engineer within Fifteen (15) CCD **of Project Start Date.**
2. Substantial Completion shall occur no later than Ninety (90) CCD from project Start Date. A Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) must be issued by the authorized jurisdiction as proof of Substantial Completion. The architect will also issue a letter to the County upon acceptance of work upon Substantial Completion.
3. Final Completion and Close-out (Project Completion Date) shall occur no later than twenty-five (25) CCD after Substantial Completion.

This milestone deadline is One-hundred & Fifteen (115) CCD after project Start Date.

A CO must be issued by the authorized jurisdiction as proof of Final Completion. The architect will also issue a letter upon acceptance of the project as complete, including the submission of all required and approved Close-out documentation.

4. The County will be allowed an additional thirty (30) CCD after the Final Completion date for County administrative purposes only, i.e. processing the final payment. Note this thirty (30) CCD clock does not start until ALL closeout-documents have been received, reviewed & approved by the County.

This milestone deadline is One-hundred & Forty-five (145) CCD from Project Start date.

5. The County will apply liquidated damages of \$500.00 (five-hundred dollars) per CCD day for any contract work that does not meet milestone deadlines, **including but not limited to administrative requirements**, completing punch list items and/or corrective work, submittal of complete close-out documentation, etc.

1.2.7. WARRANTIES

A. This project will require a minimum of one (1) year general warranty on all parts, materials, installation and equipment used. The start date of the one year warranty will be that of Final Completion.

B. In addition, certain specific materials, equipment and installation will require

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extended warranties that will include repair or replacement for five (5) years or more as identified in the bid documents. These extended warranties will have the start date of Final Completion.

C. The project close-out documents shall list all warranties, start and end dates, and appropriate contact information for repairs and/or replacement of materials and/or equipment.

1.2.8. SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections.

1. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications, including administrative requirements.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.2.9 COUNTY HOLIDAY SCHEDULE & PARK EVENTS

A. COUNTY HOLIDAY SCHEDULE

This project may require certain work to be completed over three-day weekends so as to not disrupt the County's operation of the complex. The County and General Contractor, with the appropriate subcontractors and trades, will determine the *schedule for this work at least 14 CCD in advance*.

1. 2021 Holiday Schedule

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New Year’s Day	Friday	January 1
Martin Luther King’s Birthday	Monday	January 18
Lincoln’s Birthday (observed)	Friday	February 12
President’s Day	Monday	February 15
Good Friday	Friday	April 2
Memorial Day	Monday	May 31
Independence Day (observed)	Friday	July 5
Labor Day	Monday	September 6
Columbus Day	Monday	October 11
Election Day	Tuesday	November 2
Veterans Day	Thursday	November 11
Thanksgiving Day	Thursday	November 25
Christmas Day (observed)	Friday	December 24

B. PARK EVENTS

The Park may have events previously scheduled to take place at the Catering Hall or in the adjacent area. The contractor will have need to accommodate these events and work around them. These events, if any, shall be discussed at the pre-construction kick-off meeting and included in the meeting minutes for the contractor to reference throughout the project, with updates as required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

012100 – ALLOWANCES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, Technical Specifications and general provisions of the Contract documents, including but not limited to Division 1 Sections.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the 5% Contingency Allowance.

B. Allowances are project contract specific and will be identified, among other places in the bid documents, on the Proposal Form.

1.3 SELECTION AND PURCHASE

A. At Architect's request, obtain proposals for each Request Against Allowance (RAA). Include recommendations that are relevant to performing the Work.

B. Purchase products and systems selected by Architect from the designated supplier.

1.4 SUBMITTALS

A. Submit proposals for purchase of products or systems included in Allowances, in the form specified for Request Against Allowance (RAA).

B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each Allowance.

C. Coordinate and process submittals for Allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES (Not Used)

1.7 5% CONTINGENCY ALLOWANCE

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- A. Use the Contingency Allowance as directed by Architect/Owner and only by Request Against Allowance (RAA) that indicate amounts to be charged to the Allowance.
 - B. RAA's authorizing use of funds from the Contingency Allowance will include Contractor's related costs with a maximum of 5% overhead and 5% profit. Contractor to provide material, equipment, labor, installation invoices and other documentation as requested by Architect/County.
 - C. At Project closeout, credit unused amounts remaining in the Contingency Allowance to County/Owner by RAA.
- 1.8 CONCEALED and/or UNKNOWN CONDITIONS ALLOWANCE (Not Used)
- 1.9 THIRD PARTY INSPECTION/TESTING ALLOWANCE (Not Used)
- 1.10 UNUSED MATERIALS
- A. Return unused materials purchased under an Allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
 - B. If requested by Architect of Owner, prepare unused material for storage by Owner when it is not economically practical to return the material for credit. If directed by Architect or Owner, deliver unused material to Owner's storage space. Otherwise, disposal of unused material is Contractor's responsibility.
- PART 2 - PRODUCTS (Not Used)
- PART 3 – EXECUTION
- 3.1 EXAMINATION
- A. Examine products covered by an Allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.
- 3.2 PREPARATION
- A. Coordinate materials and their installation for each Allowance with related materials and installations to ensure that each Allowance item is completely integrated and interfaced with related work.
- 3.3 SCHEDULE OF ALLOWANCES
- A. Contingency Allowance (5% of BASE BID) which Bidder is to list on Bid Form.
- END OF SECTION 012100**

012600 – CONTRACT MODIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, Technical Specifications, etc., including other Division 1 Specifications apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Form G710, "Architect's Supplemental Instructions" or other County approved form.

1.4 REQUESTS AGAINST ALLOWANCE

- A. There is a 5% Contingency Allowances included in this project. This shall be set aside to pay for items that were concealed or unforeseen or required extra work, tests, inspections, etc. that was not specified in any of the bid documents.
- B. Owner initiated Requests Against Allowance (RAA) and/or Contractor initiated Requests Against Allowance: These shall be priced on a time and material basis and will include Contractor's related costs with a maximum of 5% overhead and 5% profit margins on labor/ materials/equipment with invoice(s) and other documentation provided as requested by the Architect/ County.
- C. All Requests Against Allowance MUST be approved by the Architect/ COUNTY prior to initiating the work. ANY WORK COMPLETED WITHOUT PRIOR WRITTEN AUTHORIZATION WILL NOT BE PAID.

1.5 CHANGE ORDER PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

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1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 2. Unless otherwise indicated in the proposal request, within 10 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited

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to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

- e. Comply with requirements of the Contract Documents if the proposed change requires substitution of one product or system for product or system specified.
- C. Change Order Request Form: Use AIA Document G709 for Change Order Requests, or other form approved by the County.
- D. The Contractor shall include a maximum of 5% overhead and 5% profit on any Change Order Requests on labor/materials/ equipment with invoice and backup documentation submitted.
- E. On Owner's approval of a Change Order Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701 or other form approved by the County.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

012900 – PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment. This information is in addition to payment procedure requirements contained in the Contract Documents.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values.

- 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets Submittals Schedule and Contractor's Construction Schedule.

- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

- 1. Identification: Include the following Project identification on the Schedule of Values:

- a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

- 2. Submit draft of AIA Document G703 Continuation Sheets.

- 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

- 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Allowances: Provide a separate line item for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
7. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and Final Application for Payment involve additional requirements.
- B. Payment Application Times: Each progress payment shall be submitted to Architect by the 5th of the month OR as indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is one month, ending on the last day of the month.
- C. Two complete sets of Certified Payroll Reports, Monthly Manning Reports, Affidavit of Release of Liens and Affidavit of Payment of Debts & Claims from the Contractor and all Sub-contractors shall be submitted with the Payment Application. (NOTE: No payment applications can be processed without all of the required documentation.) These reports shall be delivered to Leslie A. MacDonnell, Atlantic County Facilities, PO Box 1107, Atlantic City, NJ 08404.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. The County of Atlantic requires two (2) copies of the AIA forms be submitted with one (1) County Standard Invoice form, all with original signatures.
- E. Application Preparation: Complete every entry on form, notarized and executed by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's

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Construction Schedule. Use updated schedules if revisions were made.

2. Include amounts of Requests Against Allowance (RAA) and Change Orders issued before last day of construction period covered by application.

3. Include a completed Atlantic County Standard Invoice with original signature with each payment application. (The Atlantic County Standard Invoice will be distributed at the contract kick-off meeting).

F. Transmittal: Submit two (2) signed and notarized original copies of each Application for Payment and one County Standard Invoice with original signature to Architect by a method ensuring receipt within 24 hours. One (1) copy shall include all required documentation, in the appropriate number of copies as identified in the Contract Documents.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full waivers.

3. Owner reserves the right to designate which entities involved in the Work must submit waivers.

4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. Project Contact List

2. List of subcontractors.

3. Schedule of Values.

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4. Contractor's Construction Schedule (preliminary if not final).
5. Schedule of unit prices.
6. Submittals Schedule (preliminary if not final).
7. Copies of Approved Schedules Required for Initial Application for Payment (i.e. Pre-construction survey, Pre-construction video, Pre-construction photographs, Daily Logs, RFI Log, RAA Log, etc.)
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Copy of Initial Monthly Manning Report submitted to State of New Jersey.

I. Application for Payment at Substantial Completion: The County requires a Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CO) or Certificate of Approval from the ruling construction code entity in order to consider the work substantially complete. After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

J. Final Payment Application: Refer to the Contract Documents for all requirements. The Final Certificate of Occupancy or Certificate of Approval must be issued by the ruling construction code entity prior to the County processing the Final Payment. Submit Final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following (consult Owner about the need for additional affidavits and other requirements):

1. Copy of Certificate of Occupancy & Architect/ Engineer letter indicating project complete, including administrative and close out documentation.

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2. Final Close-out documentation, 2 hardcopies, 2 CD's or flash drives, to be reviewed & approved by Architect/ Engineer/ County prior to processing of Final Payment.
3. Summary of warranties with start date, expiration date, contact information including contractor and manufacturer. Include all service & maintenance warranties with schedule for inspections/tests and contact information.
4. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
5. Updated final statement, accounting for final changes to the Contract Sum.
6. AIA Document G706, or County approved equivalent, "Contractor's Affidavit of Payment of Debts and Claims."
7. AIA Document G706A, or County approved equivalent, "Contractor's Affidavit of Release of Liens."
8. AIA Document G707, or County approved equivalent, "Consent of Surety to Final Payment."
9. Evidence that claims have been settled.
10. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
11. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

013100 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1. SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to Division 1 specifications, and the following:
 - 1. Coordination Drawings.
 - 2. Project meetings.
 - 3. Requests for Information (RFIs).
 - 4. Quality Requirements
 - 5. Temporary Facilities & Controls

1.2 DEFINITIONS

- A. RFI: "Request for Information" from Contractor seeking interpretation or clarification of the Contract Documents.

1.3 COORDINATION

- A. The General Contractor shall provide and designate a duly qualified employee who shall serve as the Project Manager/ Superintendent ("Project Manager" or "PM"). The PM shall have sufficient credentials and experience to ably supervise the work required per the Bid and Contract Documents. The PM shall oversee and manage the performance of the work on **a day to day basis**, monitor all installations (contractor, sub-contractors, vendors, trades, etc.) The Project Manager shall serve as the designated contact person at the Work site who shall be available **and on site during all working hours and whenever any sub-contractor, vendor, trade, etc. is working on site**, to review and respond to any issues raised by or on behalf of the Architect/ Engineer/ County. In the event that the PM shall be unable to perform these responsibilities for whatever reason, the General Contractor shall promptly notify and request approval by the County of another duly qualified employee to serve as the PM replacement within 48 hours.
- B. The General Contractor shall be responsible to deliver a complete project per all bid and contract documents, (including, but not limited to Instructions to Bidders, all Divisions of Technical Specifications, Drawings and any Addendum and/or Clarifications) issued by the County of Atlantic for this project.

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- C. The General Contractor will be responsible to review ALL bid documents with each of their subcontractors and/or trades and/or disciplines throughout the project construction to ensure that the finished project is complete per the bid documents. The General Contractor shall submit to the Architect/ Engineer/County written minutes of these meetings.
- D. The County will not be responsible for any additional costs due to the lack of coordination by the General Contractor with his subcontractors and/or trades and/or disciplines. ***Work specified in bid documents for any subcontractor and/or trade and/or discipline will include by inference work of any other subcontractor and/or trade and/or discipline that is required for a complete and finished product.***
- E. Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included in different Sections with all subcontractor(s) that depend on each other for proper installation, connection, and operation.
- F. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include various Division 1 Sections, and are not limited to, the following:
 - 1. Preparation and updates of Contractor's Construction Schedule.
 - 2. Preparation and updates of the Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Preparing & updating Submittal List.
 - 5. Delivery and processing of Submittals.
 - 6. Scheduling Progress meetings with County, Architect, Engineer, Subcontractors, etc.
 - 7. Preparation and distribution of bi-weekly (2 week) "Look Ahead Schedule".
 - 8. Preparation and distribution of GC/Subcontractor(s) coordination /progress meeting minutes, with copies to Architect/ Engineer/County.
 - 9. Project closeout requirements, including Training & Final Cleaning

10. Requirements of project record documentation
11. Warranties, Bonds, Maintenance and/or Service Contracts, etc.

1.4 SUBMITTALS – Reference Contract Documents for further information.

A. Submittal Schedule:

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
3. This Submittal Schedule will be updated as required.

B. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Sheet Size: At least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
2. Number of Copies: Submit two opaque copies of each submittal. Architect/Engineer will return one copy.
3. Refer to individual Sections for Coordination Drawing requirements for Work in those Sections.
4. Upon General Contractor's written request & Architect's approval, the requirement for Coordination Drawings may be deleted if installation is completely shown on Shop Drawings. Coordinate with individual Sections.

1.5 COORDINATION DRAWINGS

A. Coordination drawings shall include the following:

1. Content: Project-specific information, drawn accurately to scale. Do not base Coordination Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
 - a. Indicate functional and spatial relationships of components of all architectural, structural, civil, mechanical, plumbing & fire protection, electrical, security & telecommunications systems.

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- b. Indicate required installation sequences.
- c. Indicate dimensions shown on the Contract Drawings and make specific note of dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect and Owner for resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- d. Use applicable electronic AutoCAD Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

B. Coordination Drawing Organization: Organize coordination drawings as follows:

- 1. Floor Plans.
- 2. Structural Penetrations.
- 3. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit **1-1/4 inches (32 mm)** in diameter and larger.
 - b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations.
 - c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations.
 - d. Location of pull boxes and junction boxes, dimensioned from column center lines.
- 4. Review: Architect/Engineer will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect /Engineer determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect/Engineer will so inform Contractor, who shall make changes as directed and resubmit.
- 5. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Division 1 Sections, including but not limited to "Submittal Procedures."

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6. Architect/Engineer will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.

1.6 PROJECT MEETINGS

A. General: The Architect/Engineer/ Owner will schedule and conduct meetings and conferences at Project site, unless otherwise indicated.

1. Attendees: Contractor shall inform the appropriate sub-contractors and/or vendors of the dates/time whose presence is required for each meeting.
2. Two-week Look Ahead: Contractor will prepare and distribute this at each meeting, including appropriate sub-contractor and/or vendor information.
3. Minutes: The Architect/Engineer will record significant discussions and agreements achieved. The Architect/Engineer will distribute the meeting minutes to everyone concerned, including Owner, within 7 days of the meeting.

B. Preconstruction Conference: Architect/Engineer and Owner will schedule a preconstruction conference before the start of construction, at a time convenient to Owner and Architect/ Engineer but no later than 30 days after execution of the Agreement and issuance of Notice to Proceed. The Conference will be held at the Project site or another convenient location.

1. Attendees: Authorized representatives of Owner, Architect, Engineer, the Contractor superintendent; major subcontractors; vendors and suppliers.
2. Agenda: Project scope of work and administrative requirements.
 - a. Tentative construction schedule.
 - b. Designation of key personnel and their duties.
 - c. Procedures for RFI's and RAA's.
 - d. Procedures for processing Applications for Payment.
 - e. Submittal procedures.
 - f. Preparation of Record Documents.
 - g. Use of the premises and existing building.

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- h. Work restrictions.
 - i. Owner's occupancy requirements.
 - j. Responsibility for temporary facilities and controls.
 - k. Construction waste management and recycling.
 - l. Parking availability.
 - m. Office, work, and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
 - s. Bi-weekly (2 week) Look Ahead Schedule.
3. Minutes: The Architect/Engineer will record and distribute meeting minutes.

C. Pre-installation Conferences: Contractor shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction. Contractor shall advise Architect /Engineer and Owner of these meetings one week in advance so they may attend.

- 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting.
- 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration.
- 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
- 4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present with copies to Architect/Engineer and County.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Conduct progress meetings at biweekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. Attendees: In addition to representatives of Owner and Architect /Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

1) Review schedule for next period.

b. Review present and future needs of each entity present.

3. Minutes: The Architect/Engineer will prepare and distribute the meeting minutes and distribute to all attendees.

4. Reporting: Distribute minutes of the meeting to each party present and to parties who should have been present.

a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule and distribute at each progress meeting.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

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- A. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
 - 1. RFIs shall originate from Contractor. RFIs submitted by entities other than Contractor will be returned with no response.

- B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Contractor.
 - 4. Name of Architect/Engineer and Owner's Representative.
 - 5. RFI number, numbered sequentially.
 - 6. Specification Section number and title and related paragraphs, as appropriate.
 - 7. Drawing number and detail references, as appropriate.
 - 8. Field dimensions and conditions, as appropriate.
 - 9. Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 10. Contractor's signature.
 - 11. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.

- C. Hard-Copy RFIs:
 - 1. Identify each page of attachments with the RFI number and sequential page number.

- D. Architect's/Engineer's Action: Architect/Engineer will review each RFI, determine action required, and return it. Allow five working days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.

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1. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for coordination information already indicated in the Contract Documents.
 - d. Requests for adjustments in the Contract Time or the Contract Sum.
 - e. Requests for interpretation of Architect's actions on submittals.
 - f. Incomplete RFIs or RFIs with numerous errors.
2. Architect's/Engineer's action may include a request for additional information, in which case Architect's/Engineer's time for response will start again.
3. Architect's/Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section 012600 "Contract Modification Procedures".
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect/Engineer in writing within five days of receipt of the RFI response.
- E. On receipt of Architect's/Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect/Engineer within five days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. **Submit log bi-weekly.**
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect/Engineer.
 4. RFI number including RFIs that were dropped and not submitted.

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5. RFI description.
6. Date the RFI was submitted.
7. Date Architect's/Engineer's response was received.
8. Identification of related Request Against Allowance, Minor Change in the Work, Proposal Request, etc., as appropriate.

PRODUCTS (Not Used)

EXECUTION (Not Used)

END OF SECTION 013100

013200 – CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 – GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including but not limited to the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Daily Construction Activity Reports.
4. Daily Worker Logs
5. Field condition reports.
6. Pre-construction photographs & video, and progress photographs.
7. Site Survey of Pre-Construction Existing Conditions.

B. The Catering Hall shall remain in use by the County throughout the entire period of construction for this project. Therefore, all turnover /disruptions to all building utilities including but not limited to power, water, voice, data, building power disruption, etc. shall be scheduled during period when the facility is unoccupied by the County, i.e. evenings or weekends or Holidays. See Division 1 Sections and other Division Sections and related drawings for further coordination requirements.

1.2 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project
- B. CPM: Critical Path Method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

1.3 SUBMITTALS

- A. Submittals Schedule: Submit three (3) copies of schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal and deadline for last submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: Submit two (2) opaque copies of initial schedule, large enough to show entire schedule for entire construction period.
- C. **Daily Construction Reports: Submit two (2) copies at monthly intervals.**
- D. Field Condition Reports: Submit two (2) copies at time of discovery of differing conditions.

1.4 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

PART 2 – PRODUCTS

2.1 SUBMITTALS SCHEDULE

See Division 1 Sections further information.

- A. Preparation: General Contractor shall prepare Submittal Schedule arranged in chronological order by dates required by the construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

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1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
2. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

B. This Submittal Schedule will be updated as required.

2.2. CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for commencement of the Work to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows a different completion date, unless specifically authorized by a Request Against Allowance or Change Order.

B. Activities: Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Architect/Engineer.
2. Procurement Activities: Include procurement process activities for the following long lead items and major items, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Division Sections in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's/ Engineer administrative procedures necessary for certification of Substantial Completion. Additional requirements are included in various Division Sections.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Final Submittal date, Substantial Completion, and Final Completion.

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1. The County may institute liquidate damages for each CCD of missed contract Milestone until the Milestone is achieved.

E. Contract Modifications: For each proposed contract modification and concurrent with its submission, demonstrate the effect of the proposed change on the overall project schedule.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-total float" sort. Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
9. Average size of workforce.

B. Schedule Updating: Concurrent with making revisions to schedule, prepare updated reports showing:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.

7. Changes in the Contract Time.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. Copy of daily Project Site sign-in sheet including identification of worker's on site.

Note: Daily Log & Certified Payrolls shall match workers listed.

3. Brief description of work activities.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions.
7. Accidents.
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Orders and requests of authorities having jurisdiction.
11. Services connected and disconnected.
12. Equipment or system tests and startups.

B. Owner shall receive a copy of the daily log for the period covering each AIA Payment Application as an excel file and hardcopy. The entire daily log from start to closeout of project will be provided in excel file, hardcopy and as part of the closeout documents CD.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 – EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: At bi-weekly intervals, update schedule to reflect actual construction progress and activities.
 - 1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 - 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 - 3. As the Work progresses, indicate Actual Completion percentage for each activity.
- B. Distribution: Distribute copies of approved schedule to Owner, Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

END OF SECTION 013200

013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Periodic construction photographs.

1.2 SUBMITTALS

- A. **Key Plan:** Submit photograph key plan of Project site and building with notation of vantage points marked for location and direction of each photograph. Indicate elevation or story of construction. Include same label information as corresponding set of photographs.
- B. **Progress Photographs:** Submit two prints of each photographic view bi-weekly, at progress meeting or as agreed to by County. Include updated Key Plan with each photograph submission (Both print & digital).
 - 1. Format: Up to two photos on 8-by-10-inch bond paper.
 - 2. Identification: Under each photo provide date picture taken and identification number corresponding to location on keyplan.
 - 3. Digital Images: Corresponding with the bi-weekly submittal of photographic prints, email digital images of same to Architect/Engineer
 - a. Identify electronic media with date photographs were taken.
 - b. Submit images that have same aspect ratio as the sensor, uncropped.
 - c. Number each image on the front.
 - d. Include updated Key Plan indicating the image numbers where photos were taken.
- 4. With final payment application, **submit two (2) Flash Drives with ALL project photographs in digital image in chronological order from pre-construction**

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conditions to project final completion. Identify electronic media with date and location photographs were taken.

1.3 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.4 COORDINATION

- A. Cooperate with Architect and County in providing any specific photographs requested.

PART 2 – PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

- A. Digital Images: Provide images in uncompressed TIFF format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 – EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.
 - 1. Maintain **Key Plan** with each set of construction photographs that identifies each photographic location.
- C. Film Images:
 - 1. Date Stamp: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.
- D. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- E. **Preconstruction Photographs:** Before commencement of project, in addition to the narrated color video and the requirements of other Division Sections, take color, digital photographs of Project site and surrounding properties, including

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existing items to remain during construction, from different vantage points, and/or as directed by Architect /Engineer.

1. Take at least **20 photographs to show existing conditions on the interior of the Catering hall attic, and basement prior to construction.** These should also show interior Catering Hall areas immediately adjacent to the project site.
 2. **Take at least 20 photographs to show existing conditions of the exterior of the Catering Hall and adjacent areas of the project.**
 3. Flag excavation areas before taking construction photographs.
 4. Take at least **15 photographs to show existing conditions of Park grounds, driveways, roads, pedestrian paths, etc.** adjacent to the project site prior to the start of Work.
- F. **Progress Photographs:** Take at least **20 color, digital photographs monthly, coinciding with the cutoff date associated with Application for Payment.** Select vantage points to show status of progress since last photographs were taken. Include updated keyplan.
- G. **Additional Photographs:** Architect/Engineer may issue requests for up to an **additional 30 photographs**, in addition to periodic photographs specified.
1. Three days' notice will be given, where feasible.
 2. In emergency situations, take additional photographs within 24 hours of request.
 3. Circumstances that could require additional photographs include, but are not limited to, the following:
 - a. Immediate follow-up when on-site events result in construction damage or losses.
 - b. Substantial Completion of a major phase or component of the Work.
 - c. Extra record photographs at time of final acceptance.

END OF SECTION 013233

013300 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General, Special and supplementary Articles as contained in Division 1 and other Divisions apply to the work in section.
- B. The work of this section shall include all necessary labor, materials, tools, and appliances required to complete, in a first quality, workmanlike manner, the following operations: Submittals as specified herein for all Sections of this Specification.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architects /Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Architect's/ Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 QUALITY ASSURANCE

- A. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
- B. Verify that each item and the submittal for it conform in all respects with the specified requirements.
- C. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

1.5 SUBMITTAL PROCEDURES

- A. Manufacturer's Literature:

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1. Where contents of submitted literature from manufacturers include data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
 2. Electronic submittals are encouraged. For hard copy submittals, submit the number of copies which are required to be returned, plus two (2) copies which will be retained by the Architect.
- B. Colors and Patterns: Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.
- C. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect/Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- D. Submittals Schedule:
1. General Contractor shall **prepare WITHIN FIFTEEN (15) CONSECUTIVE DAYS (CCD)** of the Project Start Date a **Submittal Schedule** arranged in chronological order by dates required by the construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 2. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 3. Submit concurrently with the first complete submittal of Contractor's Construction Schedule.
 4. This Submittal Schedule will be updated as required unless prior authorization for delay is approved by Architect/ Owner.

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- E. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's/Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow five days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect/Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow five days for review of each resubmittal.

- F. Identification: Place a permanent label or title block on each submittal for identification. Include all information Identified in General Conditions Item # 20
 - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
 - 2. Provide a space to record Contractor's review and approval markings and action taken by Architect/Engineer.
 - 3. Submittal number or other unique identifier, including revision identifier.
 - a. Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - b. Number and title of appropriate Specification Section.
 - c. Drawing number and detail references, as appropriate.
 - d. Location(s) where product is to be installed, as appropriate.
 - e. Other necessary identification.

- G. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

- H. Additional Copies: Unless additional copies are required for final submittal, and unless Architect/Engineer observes noncompliance with provisions in the

Contract Documents, initial submittal may serve as final submittal.

- I. Transmittal: Transmit each submittal using a transmittal form. Architect /Engineer will discard submittals received from sources other than Contractor.
- J. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
 - 1. Note date and content of previous submittal.
 - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 - 3. Resubmit submittals until they are marked "Reviewed" or "Reviewed as Modified."
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals with mark indicating "Reviewed" or "Reviewed as Modified" by Architect/Engineer.

1.6 CONTRACTOR'S USE OF ENGINEER'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's/Engineer's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. Compliance with Architect's/Engineer's and/or Owner's Agreement "Electronic Media for Use by Contractor."

PART 2 – PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

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1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Make submittals of shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work.
 2. Scale & Measurements: Make shop drawings accurately to a scale sufficiently large to show all pertinent aspects of the items and its method of connection to the work.
 3. Types of Prints: Electronic submittals are encouraged.

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4. Shop Drawings Not Submitted Electronically: Submit shop drawings in the form of one (1) transparency of each sheet plus four (4) blue line or black line prints of each sheet.
5. Review comments of Architect will be shown on the transparency when it is returned to the Contractor. The Contractor may make and distribute such copies as are required for his purposes and send two (2) copies to Architect after approvals are acquired.
6. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
7. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).

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8. If Architect and Contractor are making copies from opaque print, submit three opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Provide sample(s) identical to the precise article proposed to be provided. Unless the precise color and pattern is specifically called out in the contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection. Submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit two full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 1. By prearrangement in specific cases, a single sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

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5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit two (2) sets of Samples. Architect will retain two Sample sets; remainder will be returned.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.

F. Submittals Schedule: Comply with requirements in all Division 1 Sections.

G. Application for Payment: Comply with requirements in all Division 1 Sections.

H. Schedule of Values: Comply with requirements in all Division 1 Sections.

I. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. or other form approved by County.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Architect/Engineer will not return copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.

3. Test and Inspection Reports: Comply with requirements specified in all Division Sections.

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- B. Coordination Drawings: Comply with all requirements all Division 1 Sections.
- C. Contractor's Construction Schedule: Comply with requirements in all Division 1 Sections.
- D. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- E. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- F. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- G. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- H. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- I. Construction Photographs: Comply with requirements specified in all Division Sections.

2.3 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design

criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

PART 3 – EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S/ENGINEER'S ACTION

- A. General: Architect/Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect/Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect/Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. *Conforms*: When submittal meets or exceeds requirements.
 - 2. *Conforms as Noted*: When submittal has minor deficiencies that can be easily eliminated, and re-submittal is not necessary.
 - 3. *Revise as Noted and Resubmit*: When the submittal is incomplete or it is uncertain that the material and equipment submitted can conform to project requirements.
 - 4. *Rejected, Resubmit*: When the material and equipment submitted cannot comply with the Specifications or drawings and other material and equipment must be submitted.
 - 5. *Review Not Required*: When Specification does not require a submittal, Project Manager's approval shall be obtained before taking this action. Reason for this action shall be stated.

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- C. Informational Submittals: Architect/Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect /Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

014000 – QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
 - 1. Reference all Division 1 Sections for additional information.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 3. See all Divisions and Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect/Engineer.
- C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- E. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- F. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect/Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect /Engineer for a decision before proceeding.

1.4 SUBMITTALS

- A. Qualification Data: For testing agencies specified in "Quality Assurance" Article 1.5, below, to demonstrate their capabilities and experience.
- B. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.

4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.
 6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results.
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Laboratory licenses and certifications.
 14. Recommendations on retesting and re-inspecting.
- C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of Successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a

record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 1. Owner may engage a third-party independent environmental consultant to provide professional environmental consulting and air monitoring during asbestos and lead removal, if needed.
 - 2. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 3. Costs for retesting and re-inspecting removal, abatement, demolition or construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-controls services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.

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3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."
- D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Testing Agency Responsibilities: Cooperate with Architect/Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.

- F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Delivery of samples to testing agencies.
 - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 7. Security and protection for samples and for testing and inspecting equipment at Project site.

- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.7 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
 - 1. Notifying Architect/Engineer and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

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2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect/Engineer with copy to Contractor and to authorities having jurisdiction.
3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Retesting and re-inspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for 017329 "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

014200 – REFERENCES

PART 1 - GENERAL

1.1 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's/Engineer's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."
- D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

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- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

1.3 ABBREVIATIONS AND ACRONYMS

Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A partial list is as follows:

AA	Aluminum Association, Inc. (The)
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway & Transportation Officials
ACI	ACI International (American Concrete Institute)
AGA	American Gas Association
AGC	Associated General Contractors of America (The)
AHAM	Association of Home Appliance Manufacturers
AIA	American Institute of Architects (The)
AISC	American Institute of Steel Construction
AISI	American Iron & Steel Institute
AWI	Architectural Woodwork Institute
AWPA	Architectural Woodwork Institute
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers Association
CLFMI	Chain Link Fence Manufacturers Institute
CRSI	Concrete Reinforcing Steel Institute
CSA	Canadian Standards Association
CSA	CSA International (Formerly IAS – International Approval Services)

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CSI	Cast Stone Institute
CSI	Construction Specifications Institute (The)
DHI	Door & Hardware Institute
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
FSC	Forest Stewardship Council
GA	Gypsum Association
ISO	International Organization for Standardization
MBMA	Metal Building Manufacturers Association
MFMAMetal	Metal Framing Manufacturers Association, Inc.
MH	Material Handling (Now MHIA)
MHIA	Material Handling Industry of America
NACE	NACE International (National Association of Corrosion Engineers International)
NCMA	National Concrete Masonry Association
NFPA	NFPA (National Fire Protection Association)
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NRMCA	National Ready Mixed Concrete Association
PTI	Post-Tensioning Institute
RCSC	Research Council on Structural Connections
SDI	Steel Deck Institute
SDI	Steel Door Institute
SEI/ASCE	Structural Engineering Institute/American Society of Civil Engineers (See ASCE)
SJI	Steel Joist Institute
SSINA	Specialty Steel Industry of North America

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SSPC	The Society for Protective Coatings
TMS	The Masonry Society
UL	Underwriters Laboratories, Inc.
USGBC	U.S. Green Building Council
WI	Woodwork Institute (Formerly WIC – Woodwork Institute of California)
WIC	Woodwork Institute of California (Now WI)

Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

BOCA	BOCA International, Inc. (See ICC)
IAPMO	International Association of Plumbing & Mechanical Officials
ICBO	International Conference of Building Officials (See ICC)
ICBO ES	ICBO Evaluation Service, Inc. (See ICC-ES)
ICC	International Code Council
ICC-ES	ICC Evaluation Service, Inc.
SBCCI	Southern Building Code Congress International, Inc. (See ICC)
UBC	Uniform Building Code (See ICC)

Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities. A partial list follows:

CE	Army Corps of Engineers
CPSC	Consumer Product Safety Commission
EPA	Environmental Protection Agency
FDA	Food & Drug Administration
NIST	National Institute of Standards & Technology
OSHA	Occupational Safety & Health Administration

Standard and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list.

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- ADAAG American with Disabilities Act (ADA)
Architectural Barriers Act (ABA)
- CFR Code of Federal Regulations
- DOD Department of Defense Military Specifications & Standards
- DSCC Defense Supply Center Columbus (See FS)
- FED-STD Federal Standard (See FS)
- FS Federal Specification
- FTMS Federal Test Method Standard (See FS)
- MIL (See MILSPEC)
- MIL-STD (See MILSPEC)
- MILSPEC Military Specifications & Standards
- UFAS Uniform Federal Accessibility Standards

State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

- CBHF State of California, Department of Consumer Affairs Bureau of Home
Furnishings & Thermal Insulation
- CCR California Code of Regulations
- CPUC California Public Utilities Commission
- TFS Texas Forest Service, Forest Resource Development
- PART 2 – PRODUCTS (Not Used)
- PART 3 – EXECUTION (Not Used)

END OF SECTION 014200

015000 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 OWNER'S OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner will occupy this and adjacent buildings on the Property during entire construction period. Cooperate with Owner during the entire term of this contract to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
 - 1. Maintain access to existing parking, sidewalks, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide temporary directional and/or informational signage throughout project indicating vehicle and pedestrian entrance(s), ADA parking, ADA access, etc.

1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, temporary construction trailer, and security and protection facilities.
- B. Reference other Division 1 Sections for further information.

1.3 DEFINITIONS

- A. Permanent Enclosure: As determined by Architect/Engineer, permanent or temporary roofing is complete, insulated, and weathertight; exterior walls are insulated and weathertight; and all openings are closed with permanent construction or substantial temporary closures.

1.4 USE CHARGES

- A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect /Engineer, occupants of Project, testing agencies, and authorities having jurisdiction.

1.5 SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.**

1.6 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.7 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Reference Division 1 Sections.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 - SITE SECURITY

- A. The GC is responsible to secure all of their (temporary) facilities, equipment, material, etc.**

3.3 - TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Water Service: Owner will allow use of existing service.
- C. Sanitary Facilities – GC to supply temporary facilities for workforce. **USE OF THE CATERING HALL EXISTING RESTROOMS WILL NOT BE ALLOWED.**
- D. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for comfort & safety of occupants., curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- E. Electric Power Service: Owner will allow use of existing service.
- F. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
- G. Telephone Service: Not required. However cell phone access to Contractor's Job Supervisor and on site Project Manager/Superintendent is required.

3.4 - SUPPORT FACILITIES INSTALLATION

- A. Temporary Roads and Paved Areas: Not required.
- B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- C. Parking: Workers to park their vehicles in the main parking lot of the Park.
- D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

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- E. Temporary Signs: Provide identification and other signs as necessary to inform public and individuals seeking entrance to the Catering Hall and Park facilities, including ADA pathways and parking. Unauthorized signs are not permitted.
- F. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- G. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
 - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- H. Existing Elevator Use: Not Applicable.
- I. Existing Stair Usage: Not Applicable.
- J. Temporary Use of Permanent Stairs: Not Applicable.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Pest Control: Not Applicable.
- C. Site Enclosure Fence: Provide temporary fencing as needed to secure materials, equipment, and too keep Park staff, tenants & public safe.
- D. Security Enclosure and Lockup: Install substantial temporary enclosure for Construction area if required. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
- E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- F. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.

- G. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Park staff and tenants from fumes and noise.
 - 1. Construct fire-rated and dustproof partitions with fire-rated 5/8" thick gypsum wallboard on both sides of partition.
 - 2. Construct dustproof partitions with 2 layers of 3-mil (0.07-mm) polyethylene sheet on each side. Cover floor with 2 layers of 3-mil (0.07-mm) polyethylene sheet, extending sheets 18 inches (460 mm) up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant plywood.
 - 3. Protect air-handling equipment.
- H. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241.
 - 1. Prohibit smoking in construction areas.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a

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permanent facility, or no later than Substantial Completion. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION 015000

015001 – SCAFFOLDING, EXTERIOR & INTERIOR PROTECTION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Scaffolding as required for work access to the building elevations and roof and protection to surrounding area, pedestrians and street traffic, including:
 - a. Filing with all local and state agencies for approvals to erect scaffolding
 - b. Scaffolding for work access to the building interior & exterior
 - c. Protection of areas surrounding the building
 - d. Coordination with other construction work on-going and planned in the immediate area
 - 2. Interior protection to provide tenting and dust control for ceiling framework and formwork removal, concrete ceiling repairs and painting & installation of supports for pipes, conduit, ducts, etc.
 - a. Protect all wall and floor surfaces.
 - b. Protect piping, conduit, ducts, fixtures and fittings.
 - c. Provide temporary support of all piping, conduit, ducts, fixtures and fittings during removal processes.

PART 2 - PRODUCTS

(NOT USED)

PART 3 - EXECUTION

3.1 PROTECTION

- A. Please be advised that special care and consideration is to be given to pedestrians, street traffic, and building occupants. The following steps must be taken so as to provide these minimum precautions against injury and property damage.
 - 1. The area below and surrounding any scaffold where the work is being done must be protected using barricade assemblies for the full sidewalk width.
 - 2. Provisions for watchmen duties the sole responsibility of the contractor, and shall be made as required to insure safety.
 - 3. No work will be allowed to be conducted on weekends or holidays without written permission from the Owner.
- B. It is recommended that the base of fixed scaffold have plywood protection to prevent climbing.
- C. Building security during construction: Access to scaffolding and access to the building from scaffolding by intruders must be prevented, by appropriate means.
- D. Provision for fire access to the building must be maintained at all times.
- E. The contractor is responsible for obtaining and paying for the cost of all required permits and approvals.

3.2 EXECUTION OF WORK

- A. Provide scaffold at the exterior of building as required, to execute the work as outlined by the contract documents.
- B. Provide scaffold at the interior of building as required, to execute all necessary work as outlined by the contract documents.
- C. All platform scaffolds must have solid board backs and ends at least 24" high and solid board fronts at least 12" high to minimize the possibility of tools and materials from being dropped or kicked off of the scaffold.
- D. Mobile and/or hanging scaffolds may be used only with prior approval of the Owner before the bid is submitted.

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- E. Scaffolding design and erection is the responsibility of the Contractor.
- F. The Contractor shall submit scaffolding plan and sequence to Township of Hamilton, City of Mays Landing, Architect/Engineer and County, for review and approval.

END OF SECTION - 015001

016000 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. See Division 1 sections for submitting warranties for Contract closeout and further information on requirements.

1.2 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and method of construction from those required by the Contract Documents and proposed by Contractor.

- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.3 SUBMITTALS

- A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Substitution Request Form: Use CSI Form 13.1A or other form acceptable to Architect/ Engineer/ County.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - g. Material test reports from a qualified testing agency indicating and

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- interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation within 5 days of receipt of a request for substitution. Architect/Engineer will notify Contractor of acceptance or rejection of proposed substitution within 5 days of receipt of request, or five days of receipt of additional information or documentation, whichever is later.
 - a. Use product specified if Architect/Engineer cannot make a decision on use of a proposed substitution within time allocated.
- B. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Architect's/Engineer's Action: If necessary, Architect/Engineer will request additional information or documentation for evaluation within five days of receipt of a comparable product request. Architect/Engineer will notify Contractor of approval or rejection of proposed comparable product request within five days of receipt of additional information or documentation, whichever is later.

- a. Use product specified if Architect/Engineer cannot make a decision on use of a comparable product request within time allocated.

- C. Basis-of-Design Product Specification Submittal: Show compliance with requirements.

1.4 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

- B. Delivery and Handling:

- 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
- 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.

3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
- C. Submittal Time: Comply with requirements in Division 01 sections.

PART 2 – PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the

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Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Architect/Engineer will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Architect's/Architect.
6. Descriptive, performance, and reference standard requirements in the specifications establish "salient characteristics" of products.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with

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- provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
 7. First two subparagraphs below correspond to nonrestrictive specifications described in CSI's "Manual of Practice" and require specifying salient characteristics of desired products.
 8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
 9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.
 10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.
 - a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect /Engineer will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
 - b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect/Engineer will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

- A. Timing: Architect/Engineer will consider requests for substitution if received within 10 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect/Engineer

- B. Conditions: Architect/Engineer will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect/Engineer will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect/Engineer for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.

2.3 COMPARABLE PRODUCTS

- A. Conditions: Architect/Engineer will consider Contractor's request for comparable product when the following conditions are satisfied. If the

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following conditions are not satisfied, Architect /Engineer will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

017300 - EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. General installation of products.
 - 3. Progress cleaning.
 - 4. Protection of installed construction.
 - 5. Correction of the Work.
- B. See all Division 1 Sections for further information>

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed.
 - 1. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed.
 - 1. Before beginning work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility and Owner if it is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect/Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Submit requests on CSI Form 13.2A, "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect/Engineer promptly.

3.4 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed

connections together to form hairline joints.

- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
4. Because there will be County and public activity adjacent to the work site, the Contractor shall be required to keep the work site clean at all times.
5. Any debris or pieces of material larger than one (1) cubic inch must be raked up and removed from the site at the end of each workday. Minimize chances for objects to be picked up and thrown.
6. Trash must not be allowed to blow into surrounding properties.
7. All trash receptacles and dumpsters must be covered with fixed tarp.
8. Power washing must not contain any oil-based chemicals.

- B. Site: The Contractor shall maintain the premises and job site in a neat and orderly condition and keep free from accumulations of waste materials and rubbish during the entire construction period.

1. Remove all crates, cartons, rubbish and other flammable waste materials and/or trash from the site.
2. Clean-up shall occur as continual work item with attention to it on a daily basis. This work shall be to the satisfaction of the Architect/ Engineering/ Owner.

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3. Care shall be taken by workmen not to mark, soil or otherwise deface any finished surfaces. In the event that any finished surface becomes defaced in any way by mechanics or workmen, the Contractor shall clean and restore such surfaces to their original condition as approved by the Owner and Architect.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Broom-clean or vacuum the entire work area, as appropriate.
 - D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If none recommended, use non-hazardous cleaning materials that will not damage exposed surfaces.
 - E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
 - F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
 - G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
 - H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - I. Do not stockpile any material on the roof or in the building.
 - J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful,

dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING (Not Used)

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section 017329 "Cutting and Patching."
 - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Remove and replace chipped, scratched, and broken glass or reflective surfaces.
- E. Repair and/or touch-up, etc. all areas, interior, exterior and adjacent to the Catering Hall damaged during construction and restore to original condition prior to start of project. This includes floors, walls, ceilings, doors, ramps, stairs, windows, landscape, pathways, driveways, etc.

END OF SECTION 017300

017329 – CUTTING and PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, Technical Specifications and Drawings apply to this Section and have further information.
- B. Contractor will be working immediately adjacent to occupied space(s). All reasonable precautions must be taken to avoid disruption to the County employees, County vendor and public in the use of the Catering Hall and adjacent areas of the Park.

1.2 SUMMARY

- A. Section Includes:
 - 1. Cutting and patching as required to complete the work indicated in the plans.

1.3 SUBMITTALS

- A. Cutting and Patching Methodology: Where required by the plans for specifications, or as requested by the Architect, submit methodology and procedures for cutting and patching before proceeding.
 - 1. Describe the methodology and extent of cutting and patching required, how it is to be performed, and temporary shoring and bracing methods, as required.
 - 2. List products to be used and firms or entities that will perform Work.
 - 3. Indicate where in the Project Schedule cutting and patching is to be performed.

1.4 QUALITY ASSURANCE

- A. Requirements for Structural Elements: Do not cut and patch structural elements in a manner that would reduce their load-carrying capacity or load-deflection ratio.
 - 1. Obtain approval of the cutting and patching methods before cutting

and patching the following elements:

- a. Structural framing.
 - b. Lintels.
 - d. Concrete.
 - e. Asphalt pavement is NOT to be cut and patched. All work at asphalt pavement to be installed through direct drill methods and approved by Architect/Engineer PRIOR to any disturbance.
- B. Operational and Safety Limitations: Do not cut and patch operating elements or safety related components in a manner that would result in reducing their capacity to perform as intended, or result in increased maintenance, or decreased operational life or safety.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements of individual specification sections as applicable.
- B. Existing Materials: Use materials that are identical to existing materials. Where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Prior to commencing work, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.
 - 1. Review areas of potential interference and conflict. Coordinate

procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut to ensure the integrity of building elements or systems to remain prior to cutting activities.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions during cutting and patching operations.
- C. Avoid interference with use of or passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting any pipe or conduit serving the building.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction.
 - 1. In general, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots neatly to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. To avoid marring existing finished surfaces, cut or drill from the finished side.
 - 3. Cut through concrete and masonry using a carborundum saw or diamond core drill.
 - 4. Comply with requirements of applicable Technical Specification Sections where cutting and patching requires excavating and backfilling.

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5. Comply with all current OSHA requirements for dust containment and worker protection.
6. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

C. Cutting Asphalt Pavement:

1. Approval of ALL asphalt pavement cutting must be approved by Architect/Engineer PRIOR to execution
2. IF APPROVED, include the following procedures:
 - a. Sweep – Clear the working area by sweeping the debris like pebbles and rocks to ensure that your saw will be safe during cutting.
 - b. Mark the Cutting Lines – Using a chalk line, mark the area and path the pavement to be cut by denting it with an old screwdriver and a hammer.
 - c. Making the Cuts – Check how thick the pavement is. Then, set the blade to the desired depth. It is important to do a straight cut then stop and lift the blade for the next cutting position. While the blade is still running during asphalt cutting, remember never to turn the saw because this will only break the blade. Carefully remove the damaged portion.

D. Patching:

Fill, repair, and finish affected elements and surfaces, following cutting operations or performance of other work. Patch with durable invisible seams.

1. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction to eliminate evidence of patching and refinishing.
2. Where removal of walls or partitions extends one finished area into another, patch and repair floor, wall and ceiling surfaces to provide an even surface of uniform color and appearance.

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- a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.

- 3. Patch exterior building walls in a manner that restores the enclosure to a weather-tight condition and is consistent with requirements for the original exterior materials.

END OF SECTION - 017329

17419 – CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Recycling nonhazardous demolition and construction waste.
 - 2. Disposing of nonhazardous demolition and construction waste.
- B. Reference all Divisions of Specifications for further information and requirements.

1.2 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE GOALS

- A. Salvage/Recycle Goals: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible.

1.4 SUBMITTALS

- A. Waste Management Plan: Not Required.
- B. Waste Reduction Progress Reports: Not Required.
- C. Waste Reduction Calculations: Not Required.
- D. Recycling and Processing Facility Records: Provide documents indicating receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. The GC is responsible for documenting this.
- E. Landfill and Incinerator Disposal Records: Provide documents indicating receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. The GC is responsible for documenting this.
- F. Statement of Refrigerant Recovery: Not applicable for this project.

1.5 QUALITY ASSURANCE

- A. Waste Management Conference: Not Required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Stockpile materials away from construction area. Do not store within drip line of trees.
 - 2. Store components off the ground and protect from the weather.
 - 3. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.2 RECYCLING DEMOLITION WASTE

- A. Asphaltic Concrete Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
- C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Clean and stack undamaged, whole masonry units on wood pallets.
- D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- E. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- F. Asphalt Shingle Roofing: Not Applicable.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- H. Acoustical Ceiling Panels and Tile: Not Applicable.
- I. Carpet and Pad: Not Applicable.
- J. Equipment: Not Applicable.
- K. Plumbing Fixtures: Not Applicable.
- L. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- M. Lighting Fixtures: Separate lamps by type and protect from breakage.

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- N. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- O. Conduit: Reduce conduit to straight lengths and store by type and size.

3.3 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Site-Clearing Wastes: Chip brush, branches, and trees at landfill facility.
- C. Wood Materials:
 - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- D. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.

3.4 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

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- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION 017419

017700 – CLOSEOUT PROCEDURES

PART 1 –GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Final cleaning.
- B. See all Specification Divisions for further information and requirements.

1.2 SUBSTANTIAL COMPLETION

Project schedule requires Substantial Completion to occur Ninety (90) consecutive calendar days (CCD) after Project Start Date. Otherwise the County may institute liquidated damages for every CCD until Substantial Completion is reached.

- A. Preliminary Procedures: The County requires a Temporary Certificate of Occupancy (TCO), or Certificate of Occupancy (CO), or Certificate of Approval (CA) from the ruling construction code entity in order to consider the work substantially complete. Following issuance of the Certificate of Substantial Completion, the Contractor shall submit an Application for Payment. This application shall reflect any Certificates of Partial Substantial Completion issued previously for the County's use or occupancy of designated portions of the Work. Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Obtain a certificate of approval, certificate of occupancy, or temporary certificate of occupancy from the appropriate permitting agency.
 - 2. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 3. Advise Owner of pending insurance changeover requirements.
 - 4. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

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5. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 6. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 7. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 8. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 9. Complete startup testing of systems.
 10. Submit test/adjust/balance records.
 11. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 12. Advise Owner of changeover in heat and other utilities.
 13. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 14. Complete final cleaning requirements, including touchup painting.
 15. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect /Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

Project schedule requires Final Completion to occur and all Close-out documents be delivered to the County within Twenty-five (25) CCD's after Substantial Completion, or One-hundred & Fifteen (115) CCD's from Project Start Date. Otherwise the County may institute liquidated damages for every CCD until Final Completion & Closeout is reached.

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
 - 1. Submit a final Application for Payment according to Division 01 Section 012900 "Payment Procedures."
 - 2. Submit certified copy of Architect's/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect/Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 - 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 - 4. Submit pest-control final inspection report and warranty.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
 - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- C. All punch list items must be completed within twenty-five (25) CCD from date of Substantial Completion.
- D. All closeout documentation must be delivered within twenty-five (25) CCD from date of Substantial Completion.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.

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- e. Remove snow and ice to provide safe access to parking area.
 - f. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
1. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- i. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Replace parts subject to unusual operating conditions.
 - k. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - l. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Provide a written Pest Control report.
- D. Comply with safety standards for cleaning. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

017839 – PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

Refer to all Divisions of the Technical Specifications and contract documents for detailed requirements of Project Record Documents.

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set of marked-up Record As-Built Prints for review.
 - b. Final Submittal: Submit two (2) set(s) of marked-up full-size (to scale) As-Built Record Prints & three (2) sets of PDF copies on Flash Drives.
- B. Record Product Data: Submit two (2) hardcopies of each Product Data submittal in two (2) Close-Out Binders including all warranty information. Include complete electronic copies on the As-Built Record Flash Drives.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally.

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- a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. **Note Requests for Information (RFI), Requests Against Allowance (RAA), Change Order (CO) numbers, and similar identification information of work different from (either added or deleted) to project bid documents where applicable. Include these documents on the final AsBuilt Flash Drive.**
- B. Record Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect/Engineer. When authorized, prepare a two (2) full sets of As-Built Drawings, as follows:
1. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 2. Refer instances of uncertainty to Architect/Engineer for resolution.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect/Engineer.
- e. Name of Contractor.
- 3. Record PDF Drawings: Organize PDF in the same manner as the As-Built Drawings, above.
- 4. Identification of PDF Drawings: include the same identification as listed for As-Built Drawing, above.

2.2 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction

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purposes. Maintain Record Documents in good order and in a clean, dry, legible condition protected from deterioration and loss. Provide access to Project Record Documents for Architect's/Engineer's reference during normal working hours.

END OF SECTION 017839

018000 - CONSTRUCTION SCHEDULES AND MILESTONES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including general and supplementary conditions, and the Technical Specifications apply to this section.

1.2 SUMMARY

- A. This section specifies the construction schedules and milestones governing the project summarized as “Lenape Park East – Catering Hall Attic Access” including all other specified and required miscellaneous work contained in the contract documents.
- B. The Contractor shall be responsible to coordinate the work and construction activities of both his “direct” employees and his “sub-contractors” to assure an efficient and timely installation of each phase of the work in accordance with the construction schedule specified herein.
- C. The Contractor shall furnish all required manpower to meet the construction schedule defined herein.
- D. The Contractor shall complete the following:
 - 1. All equipment, material and systems submittals shall be submitted to the Architect/Engineer for approval within Fifteen (15) Consecutive Calendar Days (CCD) of Project Start Date.
 - 2. Contractor shall provide the County and Architect/Engineer with the projected “lead times” of all new equipment and material immediately after receipt of approved submittals.
 - 3. A Construction Schedule and a Schedule of Values shall be prepared by the Contractor and submitted to the County and Architect/Engineer within Fifteen (15) CCD’s of Project Start Date.
 - 4. The Architect/ Engineer and County will review and coordinate with Contractor any dates required for limited systems shutdowns. The County reserves the right to alter

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the Contractor's proposed limited systems shutdown dates as may be necessary for the continued, uninterrupted operation of the Catering Hall and the Park's facilities. The needs of the County will take precedence in determining the actual partial shutdown or disruption dates.

5. The Catering Hall and Park shall remain operational continuously through the completion of the project. The facility's existing fire alarm systems must remain fully operational during periods of building occupancy.
6. Contractor shall coordinate and officially notify the County of the dates of any required utility or systems shut-downs and transfer of services, a minimum of 14 CCD's in advance of the scheduled work.
7. All required work that may affect the areas adjacent to the Catering Hall must be scheduled with the County, specifically the Division of Parks, a minimum of two (2) weeks (14 CCD) in advance of when the work is to be performed.
8. All work required shall be performed while the Catering Hall and Park buildings are open and accessible to the County's employees and the public. System testing, adjusting and "trouble-shooting" must be completed so that normal operations are not interrupted.
9. This construction project MUST to be completed and closed out within 145 CCD's after issuance of Notice to Proceed/ Contract Execution Date, as determined at the preconstruction kick-off meeting as the Project Start Date. This 145 CCD schedule includes the following milestone deadlines:
 - a. Delivery of all Submittals to Architect/ Engineer within Fifteen (15) CCD of Project Start Date.
 - b. Substantial Completion shall occur no later than 90 CCD from project Start Date. A Temporary Certificate of Occupancy (TCO) or Certificate of Occupancy (CO) must be issued by the authorized jurisdiction as proof of Substantial Completion. The Architect/ Engineer will also issue a letter to the County upon acceptance of work upon Substantial Completion.

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- c. Final Completion and Close-out (Project Completion Date) shall occur no later than twenty-five (25) CCD after Substantial Completion.
 - 1. This milestone deadline is 115 CCD after project Start Date.
 - 2. A CO must be issued by the authorized jurisdiction as proof of Final Completion. The Architect/ Engineer will also issue a letter upon acceptance of the project as complete, including the submission of all required and approved Close-out documentation.
- d. The County will be allowed an additional thirty (30) CCD after the Final Completion date for County administrative purposes only, i.e. processing the final payment. Note this thirty 30 CCD clock does not start until ALL closeout-documents have been received, reviewed & approved by the County.
 - 1. This milestone deadline is 145 CCD from Project Start date.
- 10. The County will apply liquidated damages of \$500.00 (Five Hundred dollars) per CCD day for any contract work that does not meet milestone deadlines, including but not limited to completing punch list items and/or corrective work, submittal of complete close-out documentation, etc.
- E. Refer to all Technical Specifications and Drawings for additional project phasing requirements, requirements of the owner's continuous occupation of the Catering Hall and Park during construction, project systems shutdown requirements and completion dates.
- F. As much as reasonably possible, Contractor shall keep demolition, construction or other “noise nuisance” tasks at a minimum. Contractor shall take note that the construction site is adjacent to County offices/facilities that will be in operation with both employees and public present.
- G. County shall hold a pre-construction meeting within fourteen (14) consecutive days from the County’s written Notice to Proceed.

END OF SECTION 018000

020700 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to work of this Section.

1.2 DESCRIPTION OF WORK:

- A. Extent of selective demolition work is indicated on drawings.

Types of Selective Demolition Work: Demolition requires the selective removal and subsequent offsite disposal of the following but not limited to:

- a. Replacement of cement board siding to match existing as required for the installation of the retractable ladder and platform.
 - b. Replacement of the exterior out-swing hollow metal door and frame of the attic.
 - c. Miscellaneous demolition as required for new work.
- B. Related work specified elsewhere:
 - 1. Remodeling construction work and patching is included within the respective sections of specifications, including removal of materials for re-use and incorporated into remodeling or new construction.

1.3 SUBMITTALS:

- A. Schedule: Submit schedule indicating proposed methods and sequence of operations for selective demolition work to Owner's Representative for review prior to commencement of work. Include coordination of shut-off, capping, and continuation of utility services as required, together with details for dust and noise control protection.

1.4 JOB CONDITIONS

- A. Occupancy: Owner will occupy areas of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities which will severely impact Owner's normal operations.

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- B. Refer to Project Summary, Section 011000-1.
- C. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.
- D. Protections: Provide temporary barricades and other forms of protection as required to protect construction and Owner’s personnel and general public from injury due to selective demolition work, or as required by the local Fire Department.
 - 1. Provide protective measures as required to provide free and safe passage of Owner’s personnel and general public to and from occupied portions of building.
 - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
 - 3. Protect floors, asphalt pavement with suitable coverings when necessary.
 - 4. Remove protections at completion of work.
- E. Damages: Promptly repair damages caused to adjacent facilities by demolition work at no cost to Owner.
- F. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with streets, walks, and other adjacent occupied or used facilities.
- G. Do not close, block or otherwise obstruct walks or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- H. Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.
 - 1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
- I. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection.

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1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

PART 2 - PRODUCTS (Not Applicable).

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Prior to the initiation of work, the Contractor will walk the area(s) of demolition and become familiar with the job site conditions. The Contractor will report any potential problems to the Architect and Owner.

3.2 PREPARATION:

- A. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Cease operations and notify the Owner's Representative immediately if safety of structure appears to be endangered. Take precautions to support structure until determination is made for continuing operations.

3.3 DEMOLITION:

- A. Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
 1. Demolish existing work in small sections. Cut work noted as being removed, modified, or otherwise altered at junctures with construction to remain, using power-driven masonry saw or hand tools; do not use power-driven impact tools.
 2. Locate demolition equipment throughout structure and promptly remove debris to avoid imposing excessive loads on supporting walls, floors or framing.
- B. If unanticipated mechanical, electrical or structural elements which conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner's Representative in written, accurate detail. Pending receipt of directive from Owner's Representative rearrange selective demolition schedule as necessary to continue overall job progress without delay.

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3.4 DISPOSAL OF DEMOLISHED MATERIALS:

- A. Remove debris, rubbish and other materials resulting from demolition operations from building site. Transport and legally dispose of materials off site, in strict accordance with Local, State and Federal EPA requirements.
 - 1. If hazardous materials are encountered during demolition operations, comply with applicable regulations, laws, and ordinances concerning removal, handling and protection against exposure or environmental pollution.

3.5 CLEAN-UP AND REPAIR:

- A. Upon completion of demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair adjacent construction of surfaces soiled or damaged by selective demolition work.

END OF SECTION 020700

051200 – STRUCTURAL STEEL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes structural steel.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Quality Control" for independent testing agency procedures and administrative requirements.
 - 2. Division 5 Section "Steel Deck".
 - 3. Division 5 Section "Steel Joists"

1.3 PERFORMANCE REQUIREMENTS

- A. Structural Performance: Engineer structural steel connections required by the Contract Documents to be selected or completed by the fabricator to withstand design loadings indicated.
- B. Engineering Responsibility: Engage a fabricator who utilizes a qualified professional engineer to prepare calculations, Shop Drawings, and other structural data for structural steel connections.

1.4 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Product Data for each type of product specified.
- C. Shop Drawings detailing fabrication of structural steel components.
 - 1. Include details of cuts, connections, splices, camber, holes, and other pertinent

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- data.
 - 2. Indicate welds by standard AWS symbols, distinguishing between shop and field welds, and show size, length, and type of each weld.
 - 3. Indicate type, size, and length of bolts, distinguishing between shop and field bolts. Identify high-strength bolted slip-critical, direct-tension, or tensioned shear/bearing connections.
 - 4. Include Shop Drawings signed and sealed by a qualified professional engineer responsible for their preparation.
- D. Qualification data for firms and persons specified in the "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- E. Mill test reports signed by manufacturers certifying that their products, including the following, comply with requirements.
- 1. Structural steel, including chemical and physical properties.
 - 2. Bolts, nuts, and washers, including mechanical properties and chemical analysis.
 - 3. Direct-tension indicators.
 - 4. Shop primers.
 - 5. Nonshrink grout.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed structural steel work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
- B. Fabricator Qualifications: Engage a firm experienced in fabricating structural steel similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to fabricate structural steel without delaying the Work.
- 1. Fabricator must participate in the AISC Quality Certification Program and be designated an AISC-Certified Plant as follows:
 - a. Category: Category I, conventional steel building structures.
- C. Comply with applicable provisions of the following specifications and documents:

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1. AISC's "Specification for Structural Steel Buildings--Allowable Stress Design and Plastic Design."
2. AISC's "Load and Resistance Factor Design (LFRD) Specification for Structural Steel Buildings."
3. AISC's "Specification for Allowable Stress Design of Single-Angle Members."
4. AISC's "Specification for Load and Resistance Factor Design of Single-Angle Members."
5. AISC's "Seismic Provisions for Structural Steel Buildings."
6. ASTM A 6 (ASTM A 6M) "Specification for General Requirements for Rolled Steel Plates, Shapes, Sheet Piling, and Bars for Structural Use."
7. Research Council on Structural Connections' (RCSC) "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
8. Research Council on Structural Connections' (RCSC) "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."

D. Professional Engineer Qualifications: A professional engineer who is legally authorized to practice in the State of New Jersey and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for projects with structural steel framing that are similar to that indicated for this Project in material, design, and extent.

E. Welding Standards: Comply with applicable provisions of AWS D1.1 "Structural Welding Code--Steel."

1. Present evidence that each welder has satisfactorily passed AWS qualification tests for welding processes involved and, if pertinent, has undergone recertification.

F. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 1 Section "Project Meetings."

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver structural steel to Project site in such quantities and at such times to ensure continuity of installation.

B. Store materials to permit easy access for inspection and identification. Keep steel members off ground by using pallets, platforms, or other supports. Protect steel members and packaged materials from erosion and deterioration.

1. Store fasteners in a protected place. Clean and relubricate bolts and nuts that become dry or rusty before use.

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2. Do not store materials on structure in a manner that might cause distortion or damage to members or supporting structures. Repair or replace damaged materials or structures as directed.

1.7 SEQUENCING

- A. Supply anchorage items to be embedded in or attached to other construction without delaying the Work. Provide setting diagrams, templates, instructions, and directions, as required, for installation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Structural Steel Shapes, Plates, and Bars: As follows:
 1. Carbon Steel: ASTM A 36 (ASTM A 36M).
 2. High-Strength, Low-Alloy Columbium-Vanadium Steel: ASTM A572 (ASTM A 572M), Grade 50.
 3. High-Strength, Low-Alloy Structural Steel: ASTM A 588 (ASTM A 588M), Grade 50, corrosion resistant.
- B. Hot-Formed Structural Steel Tubing: ASTM A 501.
- C. Steel Pipe: ASTM A 53, Type E or S, Grade B.
 1. Weight Class: Standard.
- D. Nonhigh-Strength Bolts, Nuts, and Washers: ASTM A 307, Grade A (ASTM F 568, Property Class 4.6); carbon-steel, hex-head bolts; carbon-steel nuts; and flat, unhardened steel washers.
 1. Finish: Hot-dip zinc-coating, ASTM A 153, Class C.
- E. High-Strength Bolts, Nuts, and Washers: ASTM A 325 (ASTM A 325M), Type 1, heavy hex steel structural bolts, heavy hex carbon-steel nuts, and hardened carbon-steel washers.
 1. Finish: Hot-dip zinc-coating, ASTM A 153, Class C.
- F. Welding Electrodes: Comply with AWS requirements.

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2.2 PRIMER

- A. Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer with good resistance to normal atmospheric corrosion, complying with performance requirements of FS TT-P-664.
- B. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds and repair painting galvanized steel, with dry film containing not less than 93 percent zinc dust by weight, and complying with DOD-P-21035A or SSPC-Paint 20.

2.3 GROUT

- A. Nonmetallic, Shrinkage-Resistant Grout: Premixed, nonmetallic, noncorrosive, nonstaining grout containing selected silica sands, portland cement, shrinkage compensating agents, plasticizing and water-reducing agents, complying with ASTM C 1107, of consistency suitable for application, and a 30-minute working time.

2.4 FABRICATION

- A. Fabricate and assemble structural steel in shop to greatest extent possible. Fabricate structural steel according to AISC specifications referenced in this Section and in Shop Drawings.
 - 1. Camber structural steel members where indicated.
 - 2. Identify high-strength structural steel according to ASTM A 6 (ASTM A 6M) and maintain markings until steel has been erected.
 - 3. Mark and match-mark materials for field assembly.
 - 4. Fabricate for delivery a sequence that will expedite erection and minimize field handling of structural steel.
 - 5. Complete structural steel assemblies, including welding of units, before starting shop-priming operations.
 - 6. Comply with fabrication tolerance limits of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for structural steel.
- B. Fabricate architecturally exposed structural steel with exposed surfaces smooth, square, and free of surface blemishes, including pitting, rust and scale seam marks, roller marks, rolled trade names, and roughness.
 - 1. Remove blemishes by filling, grinding, or by welding and grinding, prior to cleaning, treating, and shop priming.
 - 2. Comply with fabrication requirements, including tolerance limits, of AISC's "Code of Standard Practice for Steel Buildings and Bridges" for architecturally exposed structural steel.

- C. Thermal Cutting: Perform thermal cutting by machine to greatest extent possible.
 - 1. Plane thermally cut edges to be welded.
- D. Finishing: Accurately mill ends of columns and other members transmitting loads in bearing.
- E. Holes: Provide holes required for securing other work to structural steel framing and for passage of other work through steel framing members, as shown on Shop Drawings.
 - 1. Cut, drill, or punch holes perpendicular to metal surfaces. Do not flame-cut holes or enlarge holes by burning. Drill holes in bearing plates.
 - 2. Weld threaded nuts to framing and other specialty items as indicated to receive other work.

2.5 SHOP CONNECTIONS

- A. Shop install and tighten nonhigh-strength bolts, except where high-strength bolts are indicated.
- B. Shop install and tighten high-strength bolts according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. Bolts: ASTM A 325 (ASTM A 325M) high-strength bolts, unless otherwise indicated.
 - 2. Connection Type: Snug tightened, unless indicated as slip-critical, direct-tension, or tensioned shear/bearing connections.
- C. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
 - 2. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds ½ inch (13 mm) and larger. Grind flush butt welds. Dress exposed welds.

2.6 SHOP PRIMING

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- A. Shop prime steel surfaces, except the following:
 - 1. Surfaces to be field welded.
 - 2. Surfaces to be high-strength bolted with slip-critical connections.
 - 3. Surfaces to receive sprayed-on fireproofing.
 - 4. Galvanized surfaces.

- B. Surface Preparation: Clean surfaces to be painted. Remove loose rust, loose mill scale, and spatter, slag, or flux deposits. Prepare surfaces according to SSPC specifications.

- C. Priming: Immediately after surface preparation, apply primer according to manufacturer's instructions and at rate recommended by SSPC to provide a dry film thickness of not less than 1.5 mils (0.038 mm). Use priming methods that result in full coverage of joints, corners, edges, and exposed surfaces.
 - 1. Stripe paint corners, crevices, bolts, welds, and sharp edges.
 - 2. Apply 2 coats of shop paint to inaccessible surfaces after assembly or erection. Change color of second coat to distinguish it from first.

- D. Painting: Apply a 1-coat, nonasphaltic primer complying with SSPC's "Painting System Guide No. 7.00" to provide a dry film thickness of not less than 1.5 mils (0.038 mm).

2.7 GALVANIZING

- A. Hot-Dip Galvanized Finish: Apply zinc coating by the hot-dip process to structural steel indicated for galvanizing according to ASTM A 123.

2.8 SOURCE QUALITY CONTROL

- A. Owner will engage an independent testing and inspecting agency to perform shop inspections and tests and to prepare test reports.
 - 1. Testing agency will conduct and interpret tests and state in each report whether test specimens comply with or deviate from requirements.
 - 2. Provide testing agency with access to places where structural steel Work is being fabricated or produced so required inspection and testing can be accomplished.

- B. Correct deficiencies in or remove and replace structural steel that inspections and

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test reports indicate do not comply with specified requirements.

- C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- D. Shop-bolted connections will be tested and inspected according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. Direct-tension indicator gaps will be verified to comply with ASTM F 959, Table 2.
- E. In addition to visual inspection, shop-welded connections will be inspected and tested according to AWS D1.1 and the inspection procedures listed below, at testing agency's option.
 - 1. Liquid Penetrant Inspection: ASTM E 165.
 - 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 - 3. Radiographic Inspection: ASTM E 94 and ASTM E 142; minimum quality level "2- 2T."
 - 4. Ultrasonic Inspection: ASTM E 164.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Before erection proceeds, and with the steel erector present, verify elevations of concrete and masonry bearing surfaces and locations of anchorages for compliance with requirements.
- B. Do not proceed with erection until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Provide temporary shores, guys, braces, and other supports during erection to keep structural steel secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports when permanent structural steel, connections, and bracing are in place, unless otherwise indicated.
 - 1. Do not remove temporary shoring supporting composite deck construction until

cast- in-place concrete has attained its design compressive strength.

3.3 ERECTION

- A. Set structural steel accurately in locations and to elevations indicated and according to AISC specifications referenced in this Section.
- B. Base and Bearing Plates: Clean concrete and masonry bearing surfaces of bond-reducing materials and roughen surfaces prior to setting base and bearing plates. Clean bottom surface of base and bearing plates.
 - 1. Set base and bearing plates for structural members on wedges, shims, or setting nuts as required.
 - 2. Tighten anchor bolts after supported members have been positioned and plumbed. Do not remove wedges or shims but, if protruding, cut off flush with edge of base or bearing plate prior to packing with grout.
 - 3. Pack grout solidly between bearing surfaces and plates so no voids remain. Finish exposed surfaces, protect installed materials, and allow to cure.
 - a. Comply with manufacturer's instructions for proprietary grout materials.
- C. Maintain erection tolerances of structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
 - 1. Maintain erection tolerances of architecturally exposed structural steel within AISC's "Code of Standard Practice for Steel Buildings and Bridges."
- D. Align and adjust various members forming part of complete frame or structure before permanently fastening. Before assembly, clean bearing surfaces and other surfaces that will be in permanent contact. Perform necessary adjustments to compensate for discrepancies in elevations and alignment.
 - 1. Level and plumb individual members of structure.
 - 2. Establish required leveling and plumbing measurements on mean operating temperature of structure. Make allowances for difference between temperature at time of erection and mean temperature at which structure will be when completed and in service.
- E. Splice members only where indicated.
- F. Remove erection bolts on welded, architecturally exposed structural steel; fill holes with plug welds; and grind smooth at exposed surfaces.

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- G. Do not use thermal cutting during erection.
- H. Finish sections thermally cut during erection equal to a sheared appearance.
- I. Do not enlarge unfair holes in members by burning or by using drift pins. Ream holes that must be enlarged to admit bolts.

3.4 FIELD CONNECTIONS

- A. Install and tighten nonhigh-strength bolts, except where high-strength bolts are indicated.
- B. Install and tighten high-strength bolts according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- C. Install and tighten high-strength bolts according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 - 1. Bolts: ASTM A 325 (ASTM A 325M) high-strength bolts, unless otherwise indicated.
 - 2. Connection Type: Snug tightened, unless indicated as slip-critical, direct-tension, or tensioned shear/bearing connections.
- D. Weld Connections: Comply with AWS D1.1 for procedures, appearance and quality of welds, and methods used in correcting welding work.
 - 1. Comply with AISC specifications referenced in this Section for bearing, adequacy of temporary connections, alignment, and removal of paint on surfaces adjacent to field welds.
 - 2. Assemble and weld built-up sections by methods that will maintain true alignment of axes without warp.
 - 3. Verify that weld sizes, fabrication sequence, and equipment used for architecturally exposed structural steel will limit distortions to allowable tolerances. Prevent surface bleeding of back-side welding on exposed steel surfaces. Grind smooth exposed fillet welds ½ inch (13 mm) and larger. Grind flush butt welds. Dress exposed welds.

3.5 FIELD QUALITY CONTROL

- A. Owner will engage an independent testing and inspecting agency to perform field inspections and tests and to prepare test reports.

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1. Testing agency will conduct and interpret tests and state in each report whether tested Work complies with or deviates from requirements.
- B. Correct deficiencies in or remove and replace structural steel that inspections and test reports indicate do not comply with specified requirements.
- C. Additional testing, at Contractor's expense, will be performed to determine compliance of corrected Work with specified requirements.
- D. Field-bolted connections will be tested and inspected according to RCSC's "Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
- E. Field-bolted connections will be tested and inspected according to RCSC's "Load and Resistance Factor Design Specification for Structural Joints Using ASTM A 325 or A 490 Bolts."
 1. Direct-tension indicator gaps will be verified to comply with ASTM F 959, Table 2.
- F. In addition to visual inspection, field-welded connections will be inspected and tested according to AWS D1.1 and the inspection procedures listed below, at testing agency's option.
 1. Liquid Penetrant Inspection: ASTM E 165.
 2. Magnetic Particle Inspection: ASTM E 709; performed on root pass and on finished weld. Cracks or zones of incomplete fusion or penetration will not be accepted.
 3. Radiographic Inspection: ASTM E 94 and ASTM E 142; minimum quality level "2- 2T."
 4. Ultrasonic Inspection: ASTM E 164.

3.6 CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint. Apply paint to exposed areas using same material as used for shop painting.
 1. Apply by brush or spray to provide a minimum dry film thickness of 1.5 mils (0.038 mm).
- B. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on structural steel are included in Division 9 Section "Painting."

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- C. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and apply galvanizing repair paint according to ASTM A 780.

END OF SECTION 051200

051400 – STRUCTURAL ALUMINUM FRAMING

PART 1 - GENERAL

1. SUMMARY

- A. Related Documents:
 - 1. Drawings and the General Requirements of the Subcontract apply to this Section.
 - 2. Review these documents for coordination with additional requirements and information that apply to work under this Section.
- B. Section Includes:
 - 1. Aluminum framing members, support members, bracing members and connections.
 - 2. Base plates, leveling plates, leveling nuts and bolts.
 - 3. Grouting under base plates.
- C. Related Sections:
 - 1. Division 01 Section "General Requirements."
 - 2. Division 01 Section "Special Procedures."

2. REFERENCES

- A. General:
 - 1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.
 - 2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.
 - 3. Refer to Division 01 Section "General Requirements" for the list of applicable regulatory requirements.
- B. Federal Specifications:
 - 1. TT-P-645 – Paint, Aluminum, Heat Resisting
- C. Aluminum Association:
 - 1. Aluminum Design Manual
- D. ASTM International:
 - 1. ASTM B308 / B308M Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles

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- 2. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
- 3. ASTM B429 Standard Specification for Aluminum-Alloy Extruded Structural Pipe and Tube

E. American Welding Society:

- 1. AWS D1.2 - Structural Welding Code, Aluminum.

3. SUBMITTALS

A. Submit under provisions of Division 01 Section "General Requirements."

B. Shop Drawings: For aluminum fabrications as follows:

- 1. Complete fabrication and erection plans and procedures giving full information on all aspects of the erection that will affect alignment, plumb and dimensional accuracy of the structure.
- 2. Connections, including size and spacing of bolts and welds.
- 3. Indicate profiles, sizes, spacing, and locations of structural members, openings, camber and attachments.
- 4. Indicate welded connections with AWS welding symbols. Indicate net weld lengths. Include details of welding materials, equipment, sequence and technique to be used.

C. Manufacturer's Certificate: Submit certification that manufactured products (including bolts, nuts and washers) meet or exceed specified requirements.

- 1. Deliver manufactured products to the site in unopened containers. Certification numbers must appear on product containers for bolts, nuts and washers and the numbers shall correspond to the identification numbers on the Manufacturer's Certificate. The Manufacturer's symbol and grade markings must appear on bolts, nuts and washers.

D. Mill Test Reports: Submit mill test reports indicating structural strength, destructive and nondestructive test analysis and chemical analyses from the aluminum used in the Work.

E. Welders' Certificates: Documentation certifying welders employed by the Subcontractor meet AWS qualifications.

F. Submit the following as specified elsewhere in this Section:

- 1. Written welding procedures in accordance with AWS D1.2 for each proposed joint.
- 2. Procedure qualification records in accordance with AWS D.1.2 for procedures qualified by testing.
- 3. Inspection reports of the Subcontractor's independent testing laboratory.

4. QUALITY ASSURANCE

- A. Fabricate aluminum members in accordance with CBC and Aluminum Design Manual “Specification for Aluminum Structures - Building Load and Resistance Factor Design”.
- B. Welders shall be qualified in accordance with AWS D1.2 for each process, position and joint configuration.
- C. Maintain one copy of each referenced document on site.
- D. Delegated Design Responsibilities: Design connections not detailed on the Drawings under the direct supervision of a Structural Engineer experienced in design of aluminum and licensed in the State of California.

5. PROJECT CONDITIONS

- A. Verify dimensions on Shop Drawings in the field.

PART 2 - PRODUCTS

1. MATERIALS

- A. Rolled and Extruded Members: Alloy and temper [6016-T6] [unless otherwise indicated on the Drawings].
- B. Aluminum Tubing: Alloy and temper 6016-T6.
- C. Bolts, Nuts, and Washers:
 - 1. Bolts and Nuts in Structural Connections: [alloy 6061-T6] [unless otherwise indicated on the Drawings].
 - 2. Flat Washers: Alclad 2024-T4.
 - 3. Spring Washers: [alloy 7075-T6][AISI 316 stainless steel].
- D. Rivets in Structural Connections: Alloy 6061-T6.
- E. Welding Materials:
 - 1. Filler Metals: AWS D1.2.
 - 2. Electrodes and Equipment Settings: As recommended by the filler metal manufacturer for the position, thickness and conditions of use.
 - 3. Furnish written verification to the Engineer that filler metal is appropriate to the materials and welding process

2. CONNECTIONS

- A. Unless otherwise indicated on the Drawings, weld or rivet shop and field connections, except moment connections that shall be bolted. Weld in accordance with approved welding procedures.
- B. The Subcontractor is responsible for the design of the connections not detailed on the Drawings.
- C. Design connection components to resist the loads and moments indicated on the Drawings; if the reaction or load is not indicated on the Drawings, design connections as follows:
 - 1. The minimum connection angle length will be half the depth of the beam depth.
 - 2. Horizontal and vertical bracing connections shall have a minimum of two bolts.
- D. Connect gusset plates connecting horizontal and vertical bracing to beams and/or columns to both adjacent members; where this is not practical, make provisions for the moment induced by the eccentricity of the load to the work point of the connection.
 - 1. Locate gusset plates for horizontal bracing within the top two rows of bolts of beam connection angles, unless otherwise indicated on the Drawings.
 - 2. The minimum thickness of gusset plates in single shear shall be [5/16-inch] [8 mm] for bolts in single shear and [3/8-inch] [8 mm] for bolts in double shear.

3. FABRICATION

- A. Fabricate aluminum members in accordance with the approved Shop Drawings. Where practical, fabricate and assemble in the shop.
- B. Obtain field measurements necessary for fabrication.
- C. Dimensional Tolerances:
 - 1. Overall length of members with both ends milled shall vary by not more than [1/32-inch] [.75 mm].
 - 2. Overall length of members without milled ends shall vary by not more than [1/16-inch] [1.6 mm] for lengths less than [30 feet] [9 m] and not more than [1/8-inch] [3 mm] for lengths 30 feet and over.
- D. Where structural joints are welded, the detail of the joints, welding technique, weld quality and appearance, and methods for correcting defective welds shall conform to the AWS D1.2.
 - 1. Welding Process: Inert shielded gas or resistance welding process.
- E. Where milling is indicated on the Drawings, machine the contact surfaces true to obtain full and complete contact.

- F. Structural members are selected from generally available rolled sections; however, if the specified sections are not available, provide sections with equivalent physical properties at no additional cost after approval by the Engineer.

4. FINISHES

- A. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces as follows:
 - 1. Where aluminum members are in contact with steel, prime both aluminum and steel members with one coat of paint meeting Federal Specification TT-P-645. Paint t aluminum with an additional coat of varnish containing [2 pounds] [1 kg] of aluminum pigment per [gallon] [3.8 liters].
 - 2. Where aluminum members are in contact with porous materials, masonry or concrete, apply to the contact surfaces of the aluminum members a heavy coat of alkali resistant bituminous paint.
 - 3. Where aluminum members are embedded in concrete containing admixtures which are corrosive to aluminum, or in concrete subjected to highly corrosive environments, prime the aluminum with one coat of paint meeting Federal Specification TT-P-645. Otherwise aluminum members embedded in concrete need not be painted.

5. COUNTER BALANCED LADDER

- 1. The counter balanced ladder is based on a prefabricated anodized aluminum counter balanced ladder, with a retractable lower ladder section, and with an aluminum cage for the upper ladder section above 10 feet from the ground.
Basis of Design is Fire Escape Systems; info@fireescapesystems.com.
- 2. The ladder and the cage shall be fabricated in Anodized Aluminum. Only materials not subject to corrosion can be used, such as stainless steel.
- 3. The ladder shall be 24 inches minimum in between the uprights., and the maximum spacing between the rungs shall be 12”.
- 4. The ladder shall comply with all OSHA, ANSI, and IBC New Jersey Code 2018.
- 5. The counterbalanced sliding lower section of the ladder shall be released from the bottom and shall prevent access by unauthorized persons by providing a means to install a lock, such as a padlock- refer to Hardware section. The sliding part is counterbalanced by weights that shift in hollow profiles; axes, springs and cables of stainless steel, and pulleys. The Contractor shall provide two (2) pull down metal hooks for pulling down the lower section of the ladder.

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6. One-site modifications shall be done by the Contractor to allow access from the ladder to the upper metal platform connected to the attic.
7. The safety cage shall consist of hoops and vertical bars.
8. The ladder manufacturer shall equip the ladder with a fall arrest system according to OSHA. The lifeline shall be based on a fixed aluminum rail and guided fall arrest.
9. The ladder and cage system shall have a 10 year warranty.
10. Contractor shall submit complete shop drawings and calculations, including plans, elevations, details and specifications, attachment of the ladder and cage to the building, signed and sealed by New Jersey licensed structural engineer.

PART 3 - EXECUTION

1. PREPARATION

- A. Provide temporary supports and internal braces necessary to support structure during erection. Temporary supports and braces shall be adequate for anticipated wind, seismic, equipment and erection loads. Remove temporary shoring after the erection is complete.
- B. Before erection, paint contact surfaces between dissimilar materials.

2. EXAMINATION

- A. Verify that field conditions are acceptable and are ready for erection.
- B. Beginning of installation means Subcontractor accepts that existing conditions meet the requirements for installation.

3. ERECTION

- A. Where members cannot be properly assembled due to mis-fabrication or deformation due to handling or transportation, report the condition to the Engineer with a proposed method of correction for approval. Erect structure to the lines and grades indicated on the Drawings and in accordance with the Shop Drawings.
- B. Do not field cut or alter structural members without approval of the Engineer.

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- C. Paint the bottom surface of base plate. Set base plate on wedges or other adjustable devices. After the base plate has been positioned and plumbed, tighten the anchor bolts. Grout solidly between the bearing surfaces to ensure that no voids remain.
- D. Where field welding to existing structural members is required, confirm the weldability of the existing aluminum by cutting or drilling samples and having them tested by the Subcontractor's Independent Testing Laboratory. The testing laboratory shall recommend the location for taking samples, provide a report on weldability, recommend the type of electrode, and weld and inspect the final welds.
 - 1. Be responsible for preparing the existing structure for welding and touch-up of the surfaces.

4. INSPECTION AND TESTING

- A. Inspection and testing will be performed under provisions of Division 01 Section "Special Procedures". The Subcontractor shall be responsible for in-house visual inspection and implementing a quality control program.
- B. Notify the Engineer of the fabrication and erection schedules and permit the Engineer's representative to observe shop assembly, make visual inspections, nondestructive tests of welds, observe erection and perform field testing. Correct defective work, rejected by the Engineer at no additional cost to the Owner.
- C. A certified welding inspector employed by the Owner's Independent Testing Laboratory will verify that welds are made in accordance with approved welding procedures and visually inspect shop and field welding operations as directed by the Owner.
- D. Nondestructive testing of welding to the criteria in AWS chapter 5 by the Owner's Independent Testing Agency
 - 1. Perform [visual], [dye penetrant] [ultrasonic] [radiographic] testing of welds in the fabricator's shop.
 - 2. Column flanges in moment frames are to be inspected [6 inches] [152 mm] above and below the point where girder flanges and continuity plates are attached. Any recordable discontinuity causing complete loss of back reflection and which cannot be encompassed within the larger of a [3 inch] [76 mm] diameter circle or one half the plate thickness will be cause for rejection.
- E. Full penetration groove welds shall be [ultrasonic] [radiographic] tested by a qualified technician who will operate the equipment, record any defects found and their disposition. The technician will be under the supervision of a Level II or III ASNT technician. Repair and re-test defective welds at no additional cost to the Owner.

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- F. Initially, 100 percent of the welds which require [ultrasonic] [radiographic] testing shall be tested to establish the qualifications of each individual welder. If the reject rate of a welder's work is demonstrated to be less than 5 percent of the tested welds, then the frequency of testing may be reduced to 25 percent. If the reject rate of a welder's work increases to 5 percent or more, 100 percent shall be re-established until the rate is reduced to less than 5 percent. The percentage of rejection shall be calculated and recorded for each welder. The body of data used to calculate the reject rate shall contain at least 40 tests. The reject rate is defined as the number of rejected welds divided by the number of welds completed multiplied by 100. For evaluating the reject rate of continuous welds over [3 feet] [0.9 m] long, each [12 inch] [305 mm] increment one inch or less thick, shall be considered one weld and each [6 inch] [152 mm] increment over one inch thick, shall be considered one weld.

- G. When base metal thicker than [1-1/2 inches] [38 mm] is subjected to through-thickness weld shrinkage strains, the welds shall be 100 percent [ultrasonically] [radiographically] tested for discontinuities after completion of the joint.

END OF SECTION 051400

055000 - METAL FABRICATIONS

1.1 GENERAL

A. Submittals: In addition to Product Data, submit the following:

1. Shop Drawings detailing fabrication and erection.
2. Templates for anchor bolts.
3. Samples for each type of extruded nosing and tread.

1.2 PRODUCTS

A. General: Provide materials with smooth, flat surfaces without blemishes.

B. Ferrous Metals: As follows:

1. Steel Plates, Shapes, and Bars: ASTM A 36/A 36M.
2. Stainless-Steel Bars and Shapes: ASTM A 276, Type 304.
3. Rolled-Steel Floor Plate: ASTM A 786/A 786M, rolled from plate complying with ASTM A 36/A 36M or ASTM A 283/A 283M, Grade C or D.
4. Rolled-Stainless-Steel Floor Plate: ASTM A 793.
5. Steel Tubing: Cold-formed steel tubing complying with ASTM A 500.
6. Steel Pipe: ASTM A 53, standard weight (Schedule 40), unless otherwise indicated.
7. Slotted Channel Framing: Cold-formed metal channels **1-5/8 by 1-5/8 inches** with flange edges returned toward web and with **9/16-inch-wide** slotted holes in webs at **2 inches** o.c. Channels made from galvanized steel complying with ASTM A 653/A 653M, structural quality, **Grade 33**, with **G90** coating; **0.079-inch** nominal thickness.

C. Aluminum: As follows:

1. Extrusions: **ASTM B 221**, alloy 6063-T6.

D. Shop Primer for Ferrous Metal: Organic zinc-rich primer, complying with SSPC-Paint 20 and compatible with topcoat.

E. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in steel, complying with SSPC-Paint 20.

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- F. Fasteners: Provide Type 304 or 316 stainless-steel fasteners for exterior use and zinc-plated fasteners with coating complying with ASTM B 633, Class Fe/Zn 5, where built into exterior walls. Select fasteners for type, grade, and class required.
- G. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107.
- H. Concrete Fill: Comply with requirements in Division 3 Section "Cast-in-Place Concrete" for normal-weight, air-entrained, ready-mix concrete with a minimum 28-day compressive strength of **3000 psi**, unless otherwise indicated.
- I. Fabrication, General: Use connections that maintain structural value of joined pieces. Shear and punch metals cleanly and accurately. Remove burrs.
 - 1. Weld corners and seams continuously. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals. Obtain fusion without undercut or overlap. Remove welding flux immediately. Finish exposed welds smooth and blended.
 - 2. Fabricate joints that will be exposed to weather in a manner to exclude water or provide weep holes.
 - 3. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners where possible. Locate joints where least conspicuous.
- J. Loose Bearing and Leveling Plates: Provide for steel items bearing on masonry or concrete. Drill plates to receive anchor bolts.
 - 1. Galvanize plates.
- K. Loose Steel Lintels: Fabricate from shapes and to sizes indicated.
 - 1. Galvanize lintels located in exterior walls.
- L. Miscellaneous Framing and Supports: Provide steel framing and supports that are not a part of structural-steel framework as necessary to complete the Work. Fabricate from structural steel of welded construction. Cut, drill, and tap units to receive hardware, hangers, and similar items.
 - 1. Where indicated to be cast into concrete or built into masonry, equip with integrally welded anchors at **24 inches** o.c.
 - 2. Fabricate steel girders for wood frame construction from continuous steel

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shapes. Where wood nailers are attached to girders with bolts or lag screws, drill holes at **24 inches** o.c.

- M. Miscellaneous Steel Trim: Fabricate units with continuously welded joints and smooth exposed edges. Miter corners and use concealed splices where possible. Provide cutouts, fittings, and anchorages; coordinate assembly and installation with other work.

- N. Metal Bar Grating, As follows:
 - 1. Fabricate from bar grating.
 - 2. Walking surface shall be slip resistant safety.
 - 3. Hot dipped galvanized.

- O. Metal Safety Rail at Platform Perimeter, As Follows:
 - 1. Metal Safety Guardrail shall comply with OSHA design standards of a single 200-pound load applied at any location of the to rail as per OSHA 29 CFR 1910.23.
Railing system shall conform with the IBC Code New Jersey 2018 Chapter 10, section 1015.
Hot Dipped Galvanized, 1- 1/2" diameter pipe.
Contractor shall submit signed and sealed drawings by New Jersey Licensed Engineer.

 - 2. Metal Swing Gate: Prefabricated metal swing gate: Basis of Design: Kee Safety (keesafety.com): Model # SGEU 600PC, yellow powder coated, and galvanized steel, complete with all components to be attached to the guardrail post; self-closing and with hook keeper to maintain gate open against lateral guardrailing. Width: 42 inches minimum clear opening when in open position. Shall comply with OSHA requirements.
Contractor shall confirm gate attachments shall fit to the Guardrail post.

- P. Finish metal fabrications after assembly. Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes. Shop prime ferrous-metal items not indicated to be galvanized.
 - 1. Hot-dip galvanize items indicated to be galvanized to comply with ASTM A 123 or ASTM A 153/A 153M as applicable.
 - 2. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 3, "Power Tool Cleaning."

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3. Apply shop primer to comply with SSPC-PA 1, "Paint Application Specification No. 1," for shop painting.
- Q. Installation, General: Provide anchorage devices and fasteners for securing metal fabrications to in-place construction. Perform cutting, drilling, and fitting required for installing metal fabrications. Set metal fabrications accurately in location, with edges and surfaces level, plumb, and true.
1. Provide temporary bracing or anchors in formwork for items that are to be built into concrete, masonry, or similar construction.
 2. Fit exposed connections accurately together. Weld connections, unless otherwise indicated. Do not weld, cut, or abrade galvanized surfaces.
- R. Set bearing and leveling plates on cleaned surfaces using wedges, shims, or leveling nuts. After bearing members have been positioned and plumbed, tighten anchor bolts and pack with nonshrink, nonmetallic grout.
- S. Touch up shop paint after erection. Clean field welds, bolted connections, and abraded areas and paint with the same material as used for shop painting.
- T. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION

061000 – ROUGH CARPENTRY

1.0 GENERAL

A. Submittals: Submit the following:

1. Product Data for engineered wood products, underlayment, insulating sheathing, air-infiltration barriers, metal framing anchors, and construction adhesives.
2. Material certificates for dimension lumber specified to comply with minimum allowable unit stresses.
3. Wood treatment data, including chemical treatment manufacturer's instructions for handling, storing, installing, and finishing treated materials.
4. Research or evaluation reports of the model code organization acceptable to authorities having jurisdiction that evidence code compliance of engineered wood products, foam-plastic sheathing, air-infiltration barriers, power-driven fasteners, and fire-retardant-treated wood.

1.1 PRODUCTS

A. Lumber, General: Comply with DOC PS 20 and with applicable grading rules of inspection agencies certified by the American Lumber Standards Committee's (ALSC) Board of Review. Provide dressed lumber, S4S, with each piece factory marked with grade stamp of inspection agency.

1. For exposed lumber, furnish pieces with grade stamps applied to ends or back of each piece, or omit grade stamps and provide grade-compliance certificates issued by inspection agency.
2. Provide dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.
3. Provide lumber with 15 percent maximum moisture content at time of dressing for 2-inch nominal (38-mm actual) thickness or less, unless otherwise indicated.

B. Wood-Preservative-Treated Materials: Comply with applicable requirements of AWPAC2 (lumber) and AWPAC9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by ALSC's Board of Review.

1. Pressure treat aboveground items with waterborne preservatives to a minimum retention of 0.25 lb/cu. ft.. After treatment, kiln-dry lumber and plywood to a maximum moisture content of 19 and 15 percent, respectively. Treat indicated items and the following:

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- a. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - c. Wood framing members less than **18 inches (460 mm)** above grade.
 - d. Wood floor plates installed over concrete slabs directly in contact with earth.
2. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention of **0.40 lb/cu. ft.**
 3. Complete fabrication of treated items before treatment, where possible. If cut after treatment, apply field treatment complying with AWP A M4 to cut surfaces. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.
- C. Dimension Lumber: Provide dimension lumber of grades indicated according to the ALSC National Grading Rule (NGR) provisions of the inspection agency indicated.
1. Non-Load-Bearing Interior Partitions: Provide Standard, Stud, or No. 3 grade and any of the following species:
 - a. Species: Eastern softwoods; NELMA.
 - b. Species: Northern species; NLGA.
 - c. Species: Mixed southern pine; SPIB.
 2. Framing Other than Non-Load-Bearing Partitions: Provide Construction or No. 2 grade and any of the following species:
 - a. Species: Southern pine; SPIB.
 - b. Species: Douglas fir-larch; NLGA, WCLIB, or WWPA.
 - c. Species: Hem-fir; NLGA, WCLIB, or WWPA.
 - d. Species: Douglas fir south; WWPA.
 3. Framing Other than Non-Load-Bearing Partitions: Provide any species of machine stress-rated (MSR) dimension lumber with a grade of 1450f-1.3E.
 4. Framing Other than Non-Load-Bearing Partitions: Provide any species and grade with a modulus of elasticity of at least **1,300,000 psi (8950 MPa)** and an extreme fiber stress in bending of at least **850 psi (5.9 MPa)** for **2-inch nominal (38 mm-actual)** thickness and **12-inch nominal (286-mm actual)** width for single member use.
 5. Exposed Framing: Provide material hand-selected from lumber of species and grade indicated below for uniformity of appearance and freedom from characteristics that would impair finish appearance.

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- a. Species and Grade: As indicated above for load-bearing construction of same type.
 - b. Species and Grade: Spruce-pine-fir, Select Structural; NELMA, NLGA, WCLIB, or WWPA.
 - c. Species and Grade: Southern pine, Select Structural; SPIB.
 - d. Species and Grade: Hem-fir, Select Structural; NLGA, WCLIB, or WWPA.
- D. For timbers of **5-inch nominal (117-mm actual)** size and thicker, provide Douglas fir-larch, Select Structural per NLGA, WCLIB, or WWPA rules or Southern pine, No. 1 Dense per SPIB rules.
- E. Concealed Boards: Provide lumber with 19 percent maximum moisture content and any of the following species and grades:
1. Species and Grade: Eastern softwoods, No. 3 Common per NELMA rules.
 2. Species and Grade: Northern species, No. 3 Common or Standard per NLGA rules.
 3. Species and Grade: Mixed southern pine, No. 2 per SPIB rules.
 4. Species and Grade: Western woods, Standard per WCLIB rules or No. 3 Common per WWPA rules.
- F. Miscellaneous Lumber: Provide No. 3 or Standard grade lumber of any species for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, and similar members.
- G. Wood-Based Structural-Use Panels: Provide either all-veneer, mat-formed, or composite panels complying with DOC PS 2, "Performance Standard for Wood-Based Structural-Use Panels," unless otherwise indicated. Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood," where plywood is indicated.
1. Trademark: Factory mark structural-use panels with APA trademark evidencing compliance with grade requirements.
 2. Span Ratings: Provide panels with span ratings required to suit support spacing indicated.
 3. Span Ratings: Provide panels with span ratings required to meet "Code Plus" provisions of APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial."
 4. Combination Subfloor-Underlayment: APA-rated Sturd-I-Floor, Exposure 1.
 5. Subflooring: APA-rated sheathing, Exposure 1.
 6. Wall Sheathing: APA-rated sheathing, Exposure 1.
 7. Wall Sheathing: APA-rated Structural I sheathing, Exposure 1.
 8. Roof Sheathing: APA-rated sheathing, Exterior.

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9. Roof Sheathing: APA-rated Structural I sheathing, Exterior.
10. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade, C-D Plugged Exposure 1, in thickness indicated or, if not otherwise indicated, not less than **15/32 inch (11.9 mm)** thick.

H. Fasteners: Size and type indicated. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating per ASTM A 153 or of Type 304 stainless steel.

1. Power-Driven Fasteners: CABO NER-272.
2. Bolts: Steel bolts complying with **ASTM A 307, Grade A (ASTM F 568, Property Class 4.6)**; with **ASTM A 563 (ASTM A 563M)** hex nuts and, where indicated, flat washers.

1.2 EXECUTION

- I. Set rough carpentry to required levels and lines, with members plumb, true to line, cut, and fitted.
- J. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- K. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners.
 2. Published requirements of metal framing anchor manufacturer.
 3. Recommended Nailing Schedule" of referenced framing standard and with AFPA's "National Design Specifications for Wood Construction."
 4. "Table 23-I-Q--Nailing Schedule" of the Uniform Building Code.
 5. "Table 2305.2--Fastening Schedule" of the BOCA National Building Code.
 6. "Table 1705.1--Fastening Schedule," of the Standard Building Code.
- L. Use hot-dip galvanized or stainless-steel nails where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity.
- M. Countersink nail heads on exposed carpentry work and fill holes with wood filler.
- N. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- O. Installation of Structural-Use Panels: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential &

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Commercial," for types of structural-use panels and applications indicated.

1. Comply with "Code Plus" provisions of above-referenced guide.
 2. Fastening Methods: Fasten panels as indicated below:
 - a. Combination Subflooring-Underlayment: Glue and nail to framing throughout.
 - b. Subflooring: Glue and nail to framing throughout.
 - c. Sheathing: Nail to framing.
 - d. Sheathing: Nail or staple to framing.
 - e. Underlayment: Nail or staple to subflooring.
- P. Air-Infiltration Barrier: Cover sheathing with air-infiltration barrier to comply with manufacturer's written instructions.
1. Apply air-infiltration barrier to cover upstanding flashing with **4-inch (100-mm)** overlap.

END OF SECTION 061000

072500 – WEATHER BARRIER

PART 1 - GENERAL

Weather-resistant membrane for vertical building envelope protection to maintain air/moisture resistance while maintaining moisture-vapor permeability.

Weather-resistant membrane shall be to match existing of the rest of the wall.

1.1 SECTION INCLUDES

- A. Weather barrier membrane.
- B. Seam Tape.
- C. Flashing.
- D. Fasteners.

1.2 REFERENCES

- A. ASTM International
 - 1. ASTM C920; Standard Specification for Elastomeric Joint Sealants
 - 2. ASTM C1193; Standard Guide for Use of Joint Sealants
 - 3. ASTM D882; Test Method for Tensile Properties of Thin Plastic Sheeting
 - 4. ASTM D1117; Standard Guide for Evaluating Non-woven Fabrics
 - 5. ASTM E84; Test Method for Surface Burning Characteristics of Building Materials
 - 6. ASTM E96; Test Method for Water Vapor Transmission of Materials
 - 7. ASTM E1677; Specification for Air Retarder Material or System for Framed Building Walls
 - 8. ASTM E2178; Test Method for Air Permeance of Building Materials
- B. AATCC – American Association of Textile Chemists and Colorists
 - 1. Test Method 127 Water Resistance: Hydrostatic Pressure Test
- C. TAPPI
 - 1. Test Method T-410; Grams of Paper and Paperboard (Weight per Unit Area)
 - 2. Test Method T-460; Air Resistance (Gurley Hill Method)

1.3 SUBMITTALS

- A. Refer to Section 01 33 00 Submittal Procedures.
- B. Product Data: Submit manufacturer current technical literature for each component.
- C. Samples: Weather Barrier membrane, minimum 8-1/2 inches by 11 inches.
- D. Quality Assurance Submittals
 - 1. Manufacturer Instructions: Provide manufacturer's written installation instructions.
- E. Closeout Submittals
 - 1. Refer to Section 017700 Closeout Submittals.

1.4 QUALITY ASSURANCE

A. Qualifications

1. Installer shall have experience with installation of similar weather barrier assemblies under similar conditions.
2. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.
3. Source Limitations: Provide weather barrier and accessory materials produced by single manufacturer.

1.5 QUARANTY

1. Manufacturer shall provide 10 years of labor and material.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 016000 Product Requirements.
- B. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Store weather barrier materials as recommended by system manufacturer.

1.7 SCHEDULING

- A. Review requirements for sequencing of installation of weather barrier assembly with installation of windows, doors, louvers and flashings to provide a weather-tight barrier assembly.
- B. The weather Barrier shall be installed prior to the windows and doors installation.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. DuPont; <http://www.construction.tyvek.com>
- B. Or Approved Equal by Architect.

2.2 MATERIALS

- A. Basis of Design: spunbonded polyolefin, non-woven, non-perforated, weather barrier is based upon DuPont™ Tyvek® DrainWrap™ and related assembly components.
- B. Or Approved Equal by Architect.

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C. Performance Characteristics:

1. Air Penetration: 0.004 cfm/ft² at 75 Pa, when tested in accordance with ASTM E2178. Type I per ASTM E1677.
2. Water Vapor Transmission: 50 perms, when tested in accordance with ASTM E96, Method B.
3. Water Penetration Resistance: 210 cm when tested in accordance with AATCC Test Method 127.
4. Basis Weight: 2.1 oz/yd², when tested in accordance with TAPPI Test Method T-410.
5. Air Resistance: 300 seconds, when tested in accordance with TAPPI Test Method T-460.
6. Tensile Strength: 30/30 lbs/in., when tested in accordance with ASTM D882, Method A.
7. Tear Resistance: 7/9 lbs, when tested in accordance with ASTM D1117.
8. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E84. Flame Spread: 5, Smoke Developed: 25

2.3 ACCESSORIES

A. Seam Tape: 3 inch wide supplied by same Weather Barrier Manufacturer.

B. Fasteners:

1. Basis of Design: Tyvek[®] Wrap Caps, as manufactured by DuPont Building Innovations: #4 nails with large 1-inch plastic cap fasteners.
2. Or Approved Equal by Architect

C. Sealants

1. Refer to Section 079000 Joint Sealants
2. Provide sealants that comply with ASTM C920, elastomeric polymer sealant to maintain watertight conditions.
3. Products:
 - A. a Sealants recommended by the weather barrier manufacturer.

D. Adhesive:

1. Provide adhesive recommended by weather barrier manufacturer.
2. Products:
 - a. Liquid Nails[®] LN-109
 - b. Denso Butyl Liquid
 - c. 3M High Strength 90
 - d. SIA 655

e. Adhesives recommend by the weather barrier manufacturer.

E. Primer:

1. Provide flashing manufacturer recommended primer to assist in adhesion between substrate and flashing.
2. Products:
 - a. 3M High Strength 90
 - b. Denso Butyl Spray
 - c. SIA 655
 - d. Permagrip 105
 - e. ITW TACC Sta' Put SPH
 - f. Primers recommended by the flashing manufacturer

F. Flashing:

1. Basis of Design: DuPont™ FlexWrap™, flexible membrane flashing materials for window openings and penetrations.
2. Basis of Design: DuPont™ StraightFlash™,; straight flashing membrane materials for flashing windows and doors and sealing penetrations and masonry ties, etc.
3. Basis of Design: DuPont™ Thru-Wall Surface Adhered Membrane with Integrated Drip Edge: Thru-Wall flashing membrane materials for flashing at changes in direction or elevation (shelf angles, foundations, etc.) and at transitions between different assembly materials.
4. Or Approved Equal by Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

3.2 INSTALLATION – WEATHER BARRIER

- A. Install weather barrier over exterior face of exterior wall substrate in accordance with manufacturer recommendations.

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- B. Start weather barrier installation at a building corner, leaving 6-12 inches of weather barrier extended beyond corner to overlap.
- C. Apply wrap with grooved surface pattern in vertical direction.
- D. Install weather barrier in a horizontal manner starting at the lower portion of the wall surface with grooved surface pattern in vertical position. Maintain weather barrier plumb and level.
- E. Extend bottom roll edge over sill plate 2" to 3". Seal weather barrier with sealant or tape. Shingle weather barrier over back edge of weep screed. Seal weather barrier with sealant or tape to weep screed. Ensure weeps are not blocked.
- F. Subsequent layers shall overlap lower layers a minimum of 6 inches horizontally in a shingling manner.
- G. Window and Door Openings: Extend weather barrier completely over openings.
- H. Weather Barrier Attachment:
 - 1. Weather barrier to studs through exterior sheathing. Secure using weather barrier manufacturer recommended fasteners, space 12 -18 inches vertically on center along stud line, and 24 inch on center, maximum horizontally.

3.3 SEAMING

- A. Seal seams of weather barrier with seam tape at all vertical and horizontal overlapping seams.
- B. Seal any tears or cuts as recommended by weather barrier manufacturer.

3.4 OPENING PREPARATION (for use with flanged windows)

- A. Cut weather barrier in an "I-cut" pattern. A modified I-cut is also acceptable.
 - 1. Cut weather barrier horizontally along the bottom and top of the window opening.
 - 2. From the top center of the window opening, cut weather barrier vertically down to the sill..
 - 3. Fold side and bottom weather barrier flaps into window opening and fasten.
- B. Cut a head flap at 45-degree angle in the weather barrier membrane at window head to expose 8 inches of sheathing. Temporarily secure weather barrier membrane flap away from sheathing with tape.

3.5 FLASHING

- A. Cut 9-inch wide DuPont™ FlexWrap™ a minimum of 12 inches longer than width of sill rough opening. Apply primer to sheathing as recommended by manufacturer.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.

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- C. Fan DuPont™ FlexWrap™ at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. Mechanical fastening is not required for DuPont™ FlexWrap™ NF.
- D. On exterior, apply continuous bead of sealant to wall or backside of window mounting flange across jambs and head. Do not apply sealant across sill.
- E. Install window according to manufacturer's instructions.
- F. Apply 4-inch wide strips of DuPont™ StraightFlash™ at jambs overlapping entire mounting flange. Extend jamb flashing 1-inch above top of rough opening and below bottom edge of sill flashing.
- G. Apply 4-inch wide strip of DuPont™ StraightFlash™ as head flashing overlapping the mounting flange. Head flashing should extend beyond outside edges of both jamb flashings.
- H. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- I. Tape head flap in accordance with manufacturer recommendations
- J. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C 1193.

3.6 THRU-WALL FLASHING INSTALLATION

- A. Apply primer per manufacturer's written instructions.
- B. Install preformed corners and end dams bedded in sealant in appropriate locations along wall.
- C. Starting at a corner, remove release sheet and apply membrane to primed surfaces in lengths of 8 to 10 feet.
- D. Extend membrane through wall and leave ¼ inch minimum exposed to form drip edge.
- E. Roll flashing into place. Ensure continuous and direct contact with substrate.
- F. Lap ends and overlap preformed corners 4 inches minimum. Seal all laps with sealant.
- G. Trim exterior edge of membrane 1-inch and secure metal drip edge per manufacturer's written instructions.
- H. Terminate membrane on vertical wall into reglet, counterflashing or with termination bar.
- I. Apply sealant bead at each termination.

3.7 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT WINDOW / DOOR HEAD

- A. Cut flap in weather barrier at window head.
- B. Prime exposed sheathing.
- C. Install lintel as required. Verify end dams extend 4 inches minimum beyond opening.
- D. Install end dams bedded in sealant.
- E. Adhere 2 inches minimum thru-wall flashing to wall sheathing. Overlap lintel with thru-wall flashing and extend ¼ inch minimum beyond outside edge of lintel to form drip edge.
- F. Apply sealant along thru-wall flashing edges.
- G. Fold weather barrier flap back into place and tape bottom edge to thru-wall flashing.
- H. Tape diagonal cuts of weather barrier.
- I. Secure weather barrier flap with fasteners.

3.8 PROTECTION

- A. Protect installed weather barrier from damage.

3.9 WARRANTY

- A. Provide warranty for 10 years of labor and material.

END OF SECTION 072500

074600 – FIBER CEMENT SIDING

PART 4 - GENERAL

1.1 SECTION INCLUDES

- A. Fiber cement lap siding, panels, trim, molding, and accessories to match existing.
- B. Factory-finished fiber cement lap siding, panels, trim, and accessories.

1.2 RELATED SECTIONS

- A. Section 061000 - Rough Carpentry: Wood framing.

1.3 REFERENCES

- A. ASTM C1186 - Standard Specification for Flat Fiber-Cement Sheets
- B. ASTM D3359 - Standard Test Method for Measuring Adhesion by Tape Test, Tool and Tape.
- C. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 degrees C.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Provide detailed drawings of a typical non-standard applications of cementitious siding materials which are outside the scope of the standard details and specifications provided by the manufacturer.**
- D. Installation Procedures: Submit installation for review and approval, showing anchors, sizes, types and location for 125 MPH MINIMUM wind load, Exposure D, as recommended by manufacturer.**
- E. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.
- F. Verification Samples: For each finish product specified, two samples, minimum size 4 by 6 inches (100 by 150 mm), representing actual product, color, and patterns.

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1.5 QUALITY ASSURANCE

A. Installer Qualifications: Minimum of 5 years experience with installation of similar products.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store siding on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

A. Product Warranty:

1. HardiePlank HZ5 lap siding for 30 years. **TO MATCH EXISTING**

B. Product Warranty: Bases of Design:

2. HardieTrim HZ5 boards for 15 years. **TO MATCH EXISTING**

C. Finish Warranty: Basis of Design:

3. When used for its intended purpose, properly installed and maintained according to James Hardie's published installation instructions, James Hardie's ColorPlus finish with ColorPlus Technology, for a period of 15 years from the date of purchase: will not peel; will not crack; and will not chip. Finish warranty includes the coverage for labor and material.

D. Workmanship Warranty: for 2 years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer:

Bases of Design:

James Hardie Building Products, Inc.

B. TO MATCH EXISTING. NO SUBSTITUTIONS.

2.2 SIDING AND TRIM

- A. HardiePlank HZ5 lap siding, HardieTrim HZ5 TO MATCH EXISTING

2.3 FASTENERS

- A. Wood Framing Fasteners: As recommended by siding manufacturer:
1. Corrosion Resistant.

2.4 FINISHES

A. Factory Finish:

1. Product: ColorPlus Technology by James Hardie. TO MATCH EXISTING
2. Definition: Factory applied finish; defined as a finish applied in the same facility and company that manufactures the siding substrate.
3. Process:
 - a. Factory applied finish by fiber cement manufacturer in a controlled environment within the fiber cement manufacturer's own facility utilizing a multi-coat, heat cured finish within one manufacturing process.
 - b. Each finish color must have documented color match to delta E of 0.5 or better between product lines, manufacturing lots or production runs as measured by photospectrometer and verified by third party.
4. Protection: Factory applied finish protection such as plastic laminate that is removed once siding is installed
5. Accessories: Complete finishing system includes pre-packaged touch-up kit provided by fiber cement manufacturer. Provide quantities as recommended by manufacturer.

- B. Factory Finish Color for Trim, and Siding Colors will be selected TO MATCH EXISTING.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

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- B. If framing preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Nominal 2 inch by 4 inch wood framing selected for minimal shrinkage and complying with local building codes, including the use of water-resistive barriers or vapor barriers where required. Minimum 1-1/2 inches face and straight, true, of uniform dimensions and properly aligned.
 - 1. Install water-resistive barriers and claddings to dry surfaces.
 - 2. Repair any punctures or tears in the water-resistive barrier prior to the installation of the siding.
 - 3. Protect siding from other trades.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Install a water-resistive barrier is required in accordance with local building code requirements.
- D. The water-resistive barrier must be appropriately installed with penetration and junction flashing in accordance with local building code requirements.
- E. Install weather barrier in accordance with local building code requirements, including Seam Tape and joint and laps and flashing, and Flashing from a single source manufacturer in strict accordance with manufacturer's recommendations instructions.

3.3 INSTALLATION - HARDIEPLANK HZ5 LAP SIDING.- TO MATCH EXISTING

- A. Install materials in strict accordance with manufacturer's installation instructions.
- B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.
- C. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.
- D. Align vertical joints of the planks over framing members.

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- E. Maintain clearance between siding and adjacent finished grade.
- F. Locate splices at least one stud cavity away from window and door openings.
- G. Wind Resistance: A minimum 125 MPH wind resistance is required Hardieplank lap siding shall be installed to framing members and secured with fasteners described in Table No. 2 in National Evaluation Service Report No. NER-405.
- H. Locate splices at least 12 inches away from window and door openings.
- I. Factory Finish Touch Up: Apply touch up paint to cut edges in accordance with manufacturer's printed instructions.
 - 1. Touch-up nicks, scrapes, and nail heads in pre-finished siding using the manufacturer's touch-up kit pen.
 - 2. Touch-up of nails shall be performed after application, but before plastic protection wrap is removed to prevent spotting of touch-up finish.
 - 3. Use touch-up paint sparingly. If large areas require touch-up, replace the damaged area with new pre-finished siding. Match touch up color to siding color through use of manufacturer's branded touch-up kits.

3.4 INSTALLATION - HARDIETRIM HZ5 BOARDS. TO MATCH EXISTING.

- A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.
- B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.
- C. Place fasteners no closer than 3/4 inch and no further than 2 inches from side edge of trim board and no closer than 1 inch from end. Fasten maximum 16 inches on center.
- D. Maintain clearance between trim and adjacent finished grade.
- E. Trim inside corner with a single board trim both side of corner.
- F. Outside Corner Board Attach Trim on both sides of corner with 16 gage corrosion resistant finish nail 1/2 inch from edge spaced 16 inches apart, weather cut each end spaced minimum 12 inches apart.
- G. Allow 1/8 inch gap between trim and siding.

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- H. Seal gap with high quality, paint-able caulk.
- I. Shim frieze board as required to align with corner trim.
- J. Fasten through overlapping boards. Do not nail between lap joints.
- K. Overlay siding with single board of outside corner board then align second corner board to outside edge of first corner board. Do not fasten HardieTrim boards to HardieTrim boards.
- L. Shim frieze board as required to align with corner trim.
- M. Install HardieTrim Fascia boards to rafter tails or to sub fascia.

3.5 FINISHING

- A. Factory Finish Touch Up: Apply touch up paint to cut edges in accordance with manufacturer's printed instructions.
 - 1. Touch-up nicks, scrapes, and nail heads in pre-finished siding using the manufacturer's touch-up kit pen.
 - 2. Touch-up of nails shall be performed after application, but before plastic protection wrap is removed to prevent spotting of touch-up finish.
 - 3. Use touch-up paint sparingly. If large areas require touch-up, replace the damaged area with new pre-finished siding. Match touch up color to siding color through use of manufacturer's branded touch-up kits.

3.6 PROTECTION

- A Protect installed products until completion of project.
- B Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 074600

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078400 – FIRESTOPPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to work of this Section.

1.2 SUMMARY

- A. Section Includes: Firestopping for through penetrations and joints in fire rated assemblies.

1.3 SYSTEM DESCRIPTION:

- A. Firestopping Materials: ASTM E119 or ASTM E814 to achieve fire ratings as indicated on Drawings, but not less than 1-hour fire rating.
- B. Surface Burning: ASTM E84 with a maximum flame spreads/smoke developed rating of 25/450.

1.4 PERFORMANCE REQUIREMENTS

- A. Firestopping Designs: Conform to assemblies listed with Underwriters Laboratories (UL) or Intertek Testing Services (ITS).

1.5 SUBMITTALS:

- A. Product Data:
 - 1. Submit data on product characteristics, performance and limitation criteria.
 - 2. Submit schedule of opening locations and sizes, penetrating items, and required listed design numbers to seal openings and to maintain fire resistance rating of adjacent assembly.
 - 3. Submit descriptions of tested designs listed in submitted schedule.
- B. Manufacturer's Installation Instructions: Submit preparation and installation instructions.
- C. Manufacturer's Certificate:
 - 1. Certify products meet or exceed specified requirements.
 - 2. Certify applicator is approved by manufacturer.

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- D. Engineering Judgements: For conditions not covered by UL or ITS listed designs, provide judgements by licensed professional engineer suitable for presentation to authority having jurisdiction for acceptance as meeting fire protection requirements.

1.6 QUALIFICATIONS

- A. Applicator: Company specializing in performing Work of this section and approved by manufacturer.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not apply materials when temperature of substrate material and ambient air is below 60 degrees F.
- B. Maintain this minimum temperature before, during, and for minimum 3 days after installation of materials.
- C. Provide ventilation in areas to receive solvent cured material.

PART 2 – PRODUCTS

2.1 FIRESTOPPING

- A. Manufacturers:
 - 1. 3M Fire Protection Products
 - 2. Specified Technologies, Inc.
 - 3. Nelson
 - 4. Hilti
- B. Product Description: Listed as components of tested design, appropriate for the physical configuration of each penetration and as required by the fire resistance rating indicated and the provisions of Article: SYSTEM DESCRIPTION.
 - 1. Different types of projects by multiple manufacturers are acceptable as required to meet specified system description and performance requirements; provide only one type for each similar application.

2.2 FILL, VOID, AND CAVITY MATERIALS

- A. Fill, Void, and Cavity Materials: One or more of the following types, as appropriate for particular construction conditions.

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1. Silicone sealant materials, except on finished surfaces to be painted.
 2. Caulk type material.
 3. Putty type material.
 4. Composite sheet type material, ¼” nominal thickness, foil-faced.
 5. Wrap strip type material, ¼” nominal thickness, intumescent elastomeric.
- B. Packing Materials: One or more of the following types, as appropriate for particular construction conditions.
1. Ceramic fiber blanket, 4 lb./cu. ft. density.
 2. Ceramic fiber insulation, minimum 1” thick, 8 lb./cu. ft. minimum density.
 3. Mineral wool batt insulation, 6.0 lb./cu. ft. minimum density.
- C. Forming Materials: As required by tested design for particular construction conditions.

2.3 ACCESSORIES

- A. Primer: type recommended by firestopping manufacturer for specific substrate surfaces and suitable for required fire ratings.
- B. Installation Accessories: Provide clips, collars, fasteners, temporary stops or dams and other devices required to position and retain materials in place.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify openings are ready to receive firestopping.
- B. Verify that penetrating elements are securely fixed and properly located; with a minimum of ½” space between penetrations and surfaces of openings unless otherwise required or permitted by tested design.

3.2 PREPARATION:

- A. Clean substrate surfaces of dirt, dust, grease, oil, loose material, or other matter which may affect bond of firestopping material.
- B. Remove incompatible materials which may affect bond.

- C. Install backing materials to arrest liquid material leakage

3.3 APPLICATION

- A. Install material at fire rated construction perimeters and openings which contain penetrating sleeves, piping, ductwork, conduit and other items, requiring firestopping.
- B. Apply primer where recommended by manufacturer for type of firestopping material and substrate involved, and as required for compliance with required fire ratings.
- C. Apply firestopping material in sufficient thickness to achieve required fire and smoke rating.
- D. Compress fibered material to maximum 40 percent of its uncompressed size.
- E. Remove dam of forming material not required to remain as part of the system, after firestopping material has cured sufficiently to remain in place.

3.4 FIELD QUALITY CONTROL

- A. Inspect installed firestopping for compliance with specifications and submitted schedule.
- B. Inspect firestopping systems, minimum 48 hours after installation, for adhesion and set of sealant materials.
- C. Correct deficiencies and reinspect to verify compliance with requirements.

3.5 CLEANING

- A. Clean adjacent surfaces of firestopping materials.
- B. Remove excess firestopping materials for neat appearance in areas left exposed to view in finished construction.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Protect adjacent surfaces from damage by material installation.

END OF SECTION 078400

079000 – JOINT SEALERS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to work of this section.

1.2 SUMMARY:

Section includes:

- 1. Sealants and joint backing.
- 2. Precompressed foam sealers.

1.3 SYSTEM DESCRIPTION

- A. All exterior sealed joints are required to maintain a waterproof envelope.
- B. Joints between door frame and adjacent construction.
- C. Joint between cement board siding, and between siding and trim.
- D. Interior sealed joints.
- E. Any other exterior and interior joint that requires sealant.

1.4 SUBMITTALS:

- A. Product Data:
 - 1. Submit data for sealant materials, performance and substrate preparation.
 - 2. Indicate available colors for each sealant type for selection.
- B. Samples: Submit two sets of samples, 3 inches long illustrating sealant colors for selection.
- C. Manufacturer's Installation Instructions: Submit special procedures, surface preparation, and perimeter conditions requiring special attention.

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1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing Work of this section with minimum three years documented experience.

1.6 ENVIRONMENTAL REQUIREMENTS

- A. Maintain temperature and humidity recommended by sealant manufacturer during and after installation.

1.7 COORDINATION:

- A. Coordinate Work with sections referencing this section.

1.8 WARRANTY

- A. Provide five-year manufacturer's warranty for installed sealants and accessories which fail to achieve airtight seal or watertight seal, exhibit loss of adhesion or cohesion, and sealants which do not cure.

PART 2 – PRODUCTS

2.1 JOINT SEALERS:

Type A - Polyurethane Vertical Exterior and Interior Joints: ASTM C920, Type S, Grade NS, Class 100/50, Use T, NT, G, M, A, O; single component, chemical curing, non-staining, non-bleeding, color as selected; manufactured by:

- 1. Sika Corporation, Product: Sikaflex- 15LM
Color: To be selected.
- 2. Tremco
- 3. Pecora

Applications: Use for interior and exterior vertical joints:

- a. Door frame to adjacent construction.
- b. Any other exterior or interior vertical application.

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Type B - Polyurethane Horizontal Joints: ASTM C920, Type S, Grade NS, Class 35; Use T, NT, O, M, G, I, A; one component, non sagging, non-staining, non-bleeding, capable of continuous water immersion, color as selected; manufactured by:

1. Sika Corporation, Product: Sikaflex 1a.
2. Tremco.
3. Pecora.

Applications: Use for interior and exterior horizontal joints:

- a. Joint below threshold to floor.
- b. Any other exterior or interior horizontal application.

2.3 ACCESSORIES:

- A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
- A. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
- B. Joint Backing: Round foam rod compatible with sealant; oversized 30 to 50 percent larger than joint width; recommended by sealant manufacturer to suit application.
- C. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Verify substrate surfaces and joint openings are ready to receive work.
- B. Verify joint backing and release tapes are compatible with sealant.

3.2 PREPARATION:

1. Remove loose materials and foreign matter which might impair adhesion of sealant.
2. Clean and prime joints.

3. Perform preparation in accordance with ASTM C1193.
4. Protect elements surrounding the Work of this section from damage or disfiguration.

3.3 INSTALLATION:

1. Perform installation in accordance with ASTM C1193.
2. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
3. Install bond breaker where joint backing is not used.
4. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
5. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
6. Tool joints concave, unless otherwise detailed.
7. Precompressed Foam Sealant: Do not stretch; avoid joints except at corners, ends, and intersections; install with face 1/8 to 1/4 inch below adjoining surface.
8. Compression Gaskets: Avoid joint except at ends, corners, and intersections; seal all joints with adhesive; install with face 1/8 to 1/4 inch below adjoining surface.

3.4 CLEANING:

- A. Clean adjacent solid surfaces.

3.5 PROTECTION OF INSTALLED CONSTRUCTION:

- A. Protect sealants until cured.

END OF SECTION 079000

081120– HOLLOW METAL DOORS & FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Provide all metal doors and frames, and other custom hollow metal work as indicated on the Drawings and specified herein.
- B. Builders Hardware is furnished under FINISH HARDWARE, Division 8. Receive, store, protect, and install Hardware for metal doors.

1.3 QUALITY ASSURANCE:

- A. Manufacturer shall be a single firm specializing in production of this type of work.
- B. Conform to requirements of ANSI A250.8.

1.4 QUALIFICATIONS:

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience.

1.5 SUBMITTALS:

- A. Submit the following in accordance with SUBMITTALS, Division 1:
 - 1. Shop Drawings: Show locations, dimensions, sizes, gages, materials and finishes of all items. Show large scale details of principal construction features. Indicate frame elevations, reinforcement, anchor types and spacing, and location of cut-outs for hardware.

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- B. Product Data: Submit door and frame configuration and finishes.
- C. Manufacturer’s Installation Instructions: Submit special installation instructions.
- D. Manufacturer’s Certificate: Certify products meet or exceed specified requirements.

1.6 DELIVERY, STORAGE AND HANDLING:

- A. Deliver hollow metal work cartoned or crated to provide protection during transit and job storage.
- B. Inspect hollow metal work on delivery for damage. Minor damages may be repaired providing finishes are equal in all aspects to new work and acceptable to the Architect; otherwise, remove damaged items and replace with new work as directs.
- C. Store doors and frames at building site under cover. Place units on dunnage at least 4” high or otherwise store on floors in a manner that will prevent rust and damage. Avoid the use of nonvented plastic or canvas shelters which could contain humidity. If cardboard wrapper on door becomes wet, remove carton immediately. Provide ¼” spaces between stacked doors to provide air circulation.

1.7 COORDINATION

- A. Coordinate Work with frame opening construction, door, and hardware installation.

PART 2 – PRODUCTS

2.1 Provide metal door and frame to match existing attic door.

Door and frame shall be completely weatherstripping.

Provide metal door and frame by one of the following or approved equal as indicated on Drawings:

- 1. Pioneer Industries.
- 2. Steelcraft.

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3. Ceco Door Products.

2.2 MATERIALS:

- A. Metal for doors: Cold rolled steel conforming to ASTM A 366.
 1. Exterior Door: SDI 100, Grade III, Extra-heavy Duty, Model 2, minimum 18 ga. Faces, Stiffeners 24 ga. Edge Channels 16 g.
 2. Exterior Frames: Nominal 14 gauge/0.067 inch thick material, base metal thickness.
- B. Galvanized steel sheets: Zinc-coated, carbon steel, commercial quality, conform to ASTM A526 with ASTM A525, G60, Zinc coating, mill phosphatized.
 1. Exterior Frames: ASTM A653/A653M G60, galvanized
- C. Insulation for Doors:
 1. For exterior (thermal) doors: Tested in accordance with ASTM C 236, inorganic, non-combustible, U = .24 maximum.

2.3 FABRICATION:

- A. Construct doors to designs indicated on Drawings, fully welded; no visible seams or joints in faces and vertical edges; strong, rigid, free from warps or buckles. Corner bends shall be true, straight and of minimum radius for material used.
 1. Stiffen face sheets with continuous vertical stiffeners at not more than 6" o.c. Attach face sheet to stiffeners by spot welding at not more than 4" o.c. Fill spaces between stiffeners with insulation.
 2. Continuously weld edge joints, grind and dress to a smooth finish.
 3. Weathertight frame for glass panel, completely welded and weatherstripped. No exposed fasteners.
 4. Close top and bottom with channels spot welded to faces. Provide additional channels for following conditions.
 5. Provide openings in bottom to allow escape of entrapped moisture.

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6. From vertical edges as follows:

Single-acting swinging doors: bevel 1/8" in 2"

2.5 HARDWARE PREPARATION:

- A. Mortise, reinforce, drill and tap for all recessed, fully templated hardware in accordance with approved Hardware Schedule and templates provided by Hardware Vendor. Reinforce only for surface applied hardware.
- B. Provide dust box covers or mortar guards to completely cover strike openings and all screw openings in frames.
- C. Prepare doors and frames for security equipment and devices and for fire control devices per templates furnished by respective installers.

PART 3 – EXECUTION

3.1 INSTALLATION:

- A. Generally, install hollow metal work in accordance with approved Shop Drawings and as specified herein.
- B. Place frame in existing construction to match existing
 - 1. Set frames accurately in position, plumbed, aligned and braced securely until permanent wall anchors are set. Anchor securely to floor.
 - 2. Maximum Diagonal Distortion: 1/16 inch measured with straight edges, crossed corner to corner.
- C. Hang doors in frames to conform to clearances specified in SDI – 100 and indicated on approved Shop Drawings using Hardware as indicated on approved Hardware Schedule. Drill and tap for surface applied hardware.

3.2 SHOP FINISHING:

- A. Primer: Baked-on type.

3.3 FINISH PAINT:

- A. Immediately after hanging doors, touch-up abraded paint and any damaged or rusted areas. Sand smooth and apply compatible air drying primer.
- B. Finish paint to match existing door and frame.

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3.4 ADJUSTMENT:

- A. Before final inspection review operation of all hardware and adjust, if required, for proper operating condition.

3.5 CLEAN-UP:

- A. At completion remove all excess materials debris and rubbish resulting from the Work of this Section.

END OF SECTION 081120

087000 – FINISH HARDWARE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Definition: "Finish Hardware" includes items known commercially as builders hardware which are required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame. Types of items in this section include (but are not necessarily limited to):

- Hinges
- Lock cylinders and keys
- Lock and latch sets
- Closers
- Overhead Holders

- B. Contractor shall provide shop drawings to **Architect and County Door Hardware Vendor, Huber Locksmith**, for review and approval.

THE ATTIC DOOR, THE GUARDRAIL GATE, AND THE LOCKING MECHANISM FOR THE PULL DOWN RETRACTABLE LADDER SHALL HAVE THE SAME KEY AS LENAPE PARK EAST MASTER KEY. CONTRACTOR TO CONTACT HUBER LOCKSMITH. CONTRACTOR SHALL PAY FOR ALL COSTS RELATED TO KEYING FOR THIS PROJECT.

1.3 QUALITY ASSURANCE:

- A. Manufacturer: Obtain each kind of hardware (latch and lock sets, hinges, closers, etc.) from two manufacturers, although several may be indicated as offering products complying with requirements.

1.4 SUBMITTALS:

- A. Submit in accordance with SUBMITTALS, Division 1:
 - 1. Product Data: Submit manufacturer's technical information for each item of hardware. Include whatever information may be necessary to show compliance with requirements, and include instruction for installation and

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- for maintenance of operating parts and finish. Transmit copy of applicable data to Installer.
2. Hardware Schedule: Submit final hardware schedule in the manner and format specified, complying with the actual construction progress schedule requirements. Hardware Schedules are intended for coordination of work.
 3. Final Hardware Schedule: Based on builders hardware indicated, organize hardware schedule into “hardware sets” indicating complete designations of every item required for each door or opening. Include the following information:
 - a. Type, style, function, size and finish of each hardware item.
 - b. Name and manufacturer of each item.
 - c. Fastenings and other pertinent information.
 - d. Location of hardware set cross-referenced to indications on Drawings both on floor plans and in door and frame schedule.
 - e. Explanation of all abbreviations, symbols, codes, etc. contained in schedule.
 - f. Mounting locations for hardware.
 - g. Door and frame sizes and materials.
- B. Submittal Sequence: Submit schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by builder’s hardware, and other information essential to the coordinated review of Hardware Schedule.
- C. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owner’s final instructions on keying of locks has been fulfilled.
- D. Samples: Prior to submittal of the final hardware schedule and prior to final ordering of builder’s hardware, submit one sample of each type of exposed hardware unit, finished as required, and tagged with full description for coordination with schedule.
- E. Samples will be returned to the supplier. Units which are acceptable and remain undamaged through submittal, review and field comparison procedures

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may, after final check of operation, be used in the work, within limitations of keying coordination requirements.

1.5 PRODUCT HANDLING:

- A. Packaging of hardware, on a set by set basis, is the responsibility of the supplier. As material is received by the hardware supplier from the various manufacturers, sort and repackage in containers marked with the hardware set number. Two or more identical sets may be packed in the same container.
- B. Inventory hardware jointly with representative of the hardware supplier and the hardware installer until each is satisfied that the count is correct.
- C. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control and handling and installation of hardware items which are not immediately replaceable, so that the completion of the work will not be delayed by hardware losses, both before and after installation.

1.6 JOB CONDITIONS:

- A. Coordination: Coordinate hardware with other work. Tag each item or package separately, with identification related to the final hardware schedule, and include basic installation instructions in the package. Furnish hardware items of proper design for use on doors and frames of the thicknesses, profile, swing, security and similar requirements indicated, as necessary for proper installation and function. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.
- B. Template: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check the shop drawings of such other work, to confirm that adequate provisions are made for the proper installation of hardware.

PART 2 – PRODUCTS

2.1 RESPONSIBILITIES OF BUILDERS HARDWARE SUPPLIER:

- A. Submittals: Provide through Contractor required Products Data, Final Hardware Schedule, Separate Keying Scheduled (if required), and samples as specified in Part 1 – General of the Section, unless otherwise indicated.
- B. Construction Schedule: Inform Contractor at earliest possible date of estimated times and dates to process submittals, to furnish templates, to deliver hardware, and to perform other work associated with furnishing Builders Hardware for purposes of including in construction progress schedule and then comply with this schedule.

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- C. Products Handling: Package, identify, deliver, and inventory hardware as specified in Part 1 – General of this Section.
- D. Discrepancies: Based on requirements indicated in Contract Documents in effect at time of hardware selection: furnish proper types, finishes, and quantities of Builders hardware, including fasteners, and Owner’s maintenance tools; and furnish or replace any items of Builders hardware resulting from shortages and incorrect items, at no cost to the Owner or Contractor. Obtain signed receipts from Contractor for all delivered materials.

2.2 RESPONSIBILITIES OF CONTRACTOR:

- A. Submittals: Coordinate and process submittals for Builders Hardware in same manner as submittals for other work.
- B. Construction Schedule: Cooperate with Builders Hardware supplier in establishing scheduled dates for submittals and delivery of templates and builder’s hardware.
- C. Coordination: Coordinate builder’s hardware with other work. Furnish hardware supplier or manufacturer with shop drawings of other work where required or requested. Verify completeness and propriety of hardware with supplier.
- D. Product Handling: Provide secure lock-up for hardware delivered to the site. Inventory hardware jointly with representative of hardware supplier and issue signed receipts for all delivered materials. Any hardware items lost, damaged or stolen after being accepted by Contractor shall be replaced at Contractor’s expense.

2.3 MATERIALS AND FABRICATION:

- A. General:
 - 1. Hand of door: The Drawings show the direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of the door movement as shown.
 - 2. Manufacturer’s Name Plate: Do not use manufacturer’s products which have manufacturer’s name or trade name displayed in a visible location (omit removable nameplates), except in conjunction with required UL labels and as otherwise acceptable to the Architect.

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- a. Manufacturer's identification will be permitted on rim of lock cylinders only.
3. Base Metals: Product hardware units of the basic metal and forming method indicated, using the manufacturer's standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for the applicable hardware units by FS FF-H-106, FS FF-G-111, FS-F-H-116 and FS FF-H-121. Do not furnish "optional" materials or forming methods for those indicated, except as otherwise specified.
4. Fasteners: Manufacture hardware to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.
5. Furnish screws for installation, with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match the hardware finish or, if exposed in surfaces of other work, to match the finish of such other work as closely as possible, including prepared for paint in surfaces to receive painted finish.
6. Provide concealed fasteners for hardware units which are exposed when the door is closed, except to the extent no standard units of the type specified are available with concealed fasteners. Do not use through bolts for installation where the bolt head or the nut on the opposite face is exposed in other work, except where it is not feasible to adequately reinforce the work.
7. Tools for Maintenance: Furnish a complete set of specialized tools as needed for Owner's continued adjustment, maintenance, and removal and replacement of builders hardware.

2.4 HINGES, BUTTS AND PIVOTS:

- A. Templates: Provide only template produced units.
- B. Screws: Furnish Phillips flat-head all-purpose or machine screws for installation of units, except furnish Phillips flat-head all-purpose or wood screws for installation of units into wood. Finish screw heads to match surface of hinges or pivots.
- C. Hinge Pins: Except as otherwise indicated, provide hinge pins as follows:
 1. Steel Hinges: Steel pins

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2. Non-ferrous Hinges: Stainless steel pins.
3. Exterior Doors: Non-removable pins.
4. Tips: Flat button and matching plug, finished to match leaves, except where hospital tip (HT) indicated.
5. Number of Hinges: Provide number of hinges indicated but not less than 3 hinges for door leaf for doors 90" or less in height and one additional hinge for each 30" of additional height.

2.5 LOCK CYLINDERS AND KEYING:

- A. General: Supplier will meet with Owner to finalize keying requirements and obtain final instructions in writing.
- B. Review the keying system with the Owner and provide the type required (master, grandmaster or great-grandmaster), either new or integrated with Owner's existing system. **NOTE: COUNTY REQUIRES KEYING DONE BY HUBER LOCKSMITH (729 South Main Street Pleasantville, NJ 08232 (609) 646-5625)**
All lock cylinders shall be removable. Contractor shall coordinate with HUBER LOCKSMITH for all County KEYING AND LOCKING requirements.
CONTRACTOR SHALL PAY FOR ALL COSTS RELATED TO KEYING FOR THIS PROJECT.
THE ATTIC DOOR, THE GUARDRAIL GATE, AND THE LOCKING MECHANISM FOR THE PULL DOWN RETRACTABLE LADDER SHALL HAVE THE SAME KEY AS LENAPE PARK EAST MASTER KEY.
- C. Metals: Construct lock cylinder parts from brass/bronze, stainless steel or nickel silver.
- D. Comply with the Owner's Instructions for master keying and, except as otherwise indicated, provide individual change key for each lock which is not designated to be keyed alike with a group of related locks.
- E. Key Material: Provide keys of nickel silver only.
- F. Key Quantity: Furnish 3 change keys for each lock; 5 master keys for each master system; and 5 grandmaster keys for each grandmaster system.
 1. Furnish one extra blank for each lock.
 2. Deliver keys to key control system manufacturer.
 3. Deliver keys to Owner's representative.

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- G. Provide a key control system including envelopes, labels, tags with self-locking key clips, receipt forms, 3-way visible card index, temporary markers, permanent markers, and standard metal cabinet, all as recommended by system manufacturer, with capacity for 150% of the number of locks required for the project.
 - 1. Key control manufacturer to set up complete cross index system and place keys on markers and hooks in the cabinet as determined by the final key schedule.
 - 2. Provide multiple-drawer type cabinet.

2.6 LOCKS, LATCHES AND BOLTS:

- A. Strikes: Provide manufacturer's standards wrought box strike for each latch or lock bolt, with curved lip extended to protect frame, finished to match hardware set.
 - 1. Provide dust-proof strikes for foot bolts, except where special threshold construction provides non-recessed strike for bolt.
- B. Lock Throw: Provide 5/8" minimum throw of latch and deadbolt used on pairs of doors. Comply with UL requirements for throw of bolts and latch bolts on rated fire openings.
 - 1. Provide 1/2" minimum throw on other latch and deadlock bolt.
- C. Flush Bolt Heads: Minimum of 1/2" diameter rods of brass, bronze or stainless steel, with minimum 12" long rod.
- D. Exit Device Dogging: Except on fire-rated doors, wherever closers are provided on doors equipped with exit devices, equip the units with keyed dogging device to hold the push bar down and the latch bolt in the open position.

2.7 PUSH/PULL UNITS:

- A. Concealed Fasteners: Provide manufacturer's special concealed fastener system for installation; through-bolted for matched pairs, but not for single units.
- B. Decorative Units: Provide decorative push/pull sets in the design, finish, and fabricated from the indicated material.

2.8 CLOSERS AND DOOR CONTROL DEVICES:

- A. Size of Units: Except as otherwise specifically indicated, comply with the manufacturer's recommendations for size of door control unit, depending upon size of door, exposure to weather and anticipated frequency of use.
 - 1. Where parallel arms are used, provide closer unit one size larger than recommended for use with standard arms.
 - 2. Provide parallel arms for all overhead closers, except as otherwise indicated.
- B. Access-Free Manual Closers: Where manual closers are indicated for doors required to be accessible to the physically handicapped, provide adjustable units complying with ICC/ANSI A 117.1-2003 provisions for door opening force and delayed action closings.
- C. Combination Door Closures and Holders: Provide units designed to hold door in open position under normal usage.

2.9 HARDWARE FINISHES:

- A. Provide matching finishes for hardware units at each door or opening, to the greatest extent possible, and except as otherwise indicated. Reduce differences in color and textures as much as commercially possible where the base metal or metal forming process is different for individual units of hardware exposed at the same door or opening. In general, match items to the manufacturer's standard finish for the latch and lock set (or push-pull units if not latch-lock sets) for color and texture.
- B. Provide finishes which match those established by BHMA or, if none established, match the Architect's sample and that established as building standard.
- C. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness and other qualities complying with manufacturer's standards, but in no case less than specified for the applicable units of hardware by referenced standards.
- D. Provide protective lacquer coating on all exposed hardware finishes of brass, bronze and aluminum, except as otherwise indicated. The suffix "-NL" is used with standard finish designations to indicate "no lacquer".
- E. The designations used in schedules and elsewhere to indicate hardware finishes are those listed in "Materials & Finishes Standard 1301" by BHMA,

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including coordination with the traditional U.S. finishes shown by certain manufacturers for their products.

- F. The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.
 - 1. Rust-Resistant Finish: For iron and steel base metal, required for exterior work, provide 0.2 mil thick copper coating on base metal before applying brass, bronze, nickel or chromium plated finishes.

PART 3 – EXECUTION

3.1 INSTALLATION:

- A. Mount hardware units at heights indicated in “Recommended Locations for Builders Hardware for Custom Steel Doors and Frames” by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations and except as otherwise directed by Architect.
- B. Install each hardware item in compliance with the manufacturer’s instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way. Coordinate removal, storage and reinstallation or application of surface protections with finishing work specified in the Division 9 Sections. Do not install surface-mounted items until finishes have been completed on the substrate.
- C. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drilled and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

3.2 ADJUST AND CLEAN:

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy of a space or area, return to the work during the week prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors.

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Adjust door control devices to compensate for final operation of heating and ventilating equipment.

- C. Instruct Owner’s Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.
- D. Continued Maintenance Service: Approximately six months after the acceptance of hardware in each area, the Installer, accompanied by the representative of the latch and lock manufacturer, shall return to the project and readjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Owner’s personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

3.3 HARDWARE SETS:

**NOTE: COUNTY REQUIRES KEYING DONE BY HUBER LOCKSMITH
 (729 South Main Street Pleasantville, NJ 08232 (609) 646-5625)
 REFER TO SECTION #2.5, B.**

THE ATTIC DOOR, THE GUARDRAIL GATE, AND THE LOCKING MECHANISM FOR THE PULL DOWN RETRACTABLE LADDER SHALL HAVE THE SAME KEY AS LENAPE PARK EAST MASTER KEY.

Finishes: **TO MATCH EXISTING**

Lockset: satin Chrome US 26D/652-626

Hinges: exterior US32D/630 stainless steel

Threshold: 628

Closers: 689

HARDWARE SET #1: EXTERIOR DOOR TO ATTIC

- 3 Hinges NRP FBB191 4.5x4.5, US32D
- 1 Lockset SCHLAGE B663T, with interchangeable core cylinder
- 1 Lockset SCHLAGE AL50PDx NEP
- 2 Key Removable Cylinders by Huber to match Lenape III Master Key
- 1 Door Bottom Sweep PEMKO 3452 CNB
- 1 Jamb/Head Seal PEMKO 303AV (PG)
- 1 Door Closer LCN 4040XP, RW/PA, Bronze, Hold Open
- 1 Rain Drip NPG 16 SS x 40"
- 1 Threshold PEMKO 181AT
- 1 Stop w/ keeper Rockwood 472

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HARDWARE SET #2: GUARDRAIL GATE, and RETRACTABLE LADDER.

The guardrail gate and the pull down retractable ladder shall have U-shaped padlocks with removable key cylinder to match the attic door and the Lenape Part East master key.

END OF SECTION 087000

099000 – PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Drawings and General provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections apply to work of this section.

1.2 DESCRIPTION OF WORK:

- A. Extent of painting work is indicated on drawings and schedules, and as herein specified.
- B. Work includes painting and finishing of interior and exterior exposed items and surfaces throughout Project, except as otherwise indicated.
 - 1. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
- C. Paint as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- D. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.
- E. Following categories of work are not included as part of field-applied finish work.
 - 1. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory-finishing or installer-finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, and finished mechanical and electrical equipment, including light fixtures, switchgear and distribution cabinets.

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2. Concealed surfaces not to be painted included wall or ceiling surfaces in the following generally inaccessible areas: Foundation spaces; furred areas; utility tunnels; pipe spaces; duct shafts; elevator shafts.
 3. Finished metal surfaces not to be painted include: anodized aluminum; stainless steel; chromium plate; copper; bronze; brass.
 4. Operating parts not to be painted include moving parts of operating equipment such as the following: valve and damper operators; linkages; sensing devices; motor and fan shafts.
 5. Labels: Do not paint over Underwriter’s Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- G. Related Sections: The following sections contain requirements that relate to this section:
1. Division 8 Section “Steel Doors and Frames” for shop priming steel doors and frames.

1.3 DEFINITIONS

- A. “Paint” includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.4 SUBMITTALS:

- A. Product Date: Submit manufacturer’s technical information including Paint Label analysis and application instructions for each material proposed for use.
- B. Samples: Prior to beginning work, Architect will define all for surfaces to be painted and request certain samples. Use representative colors when preparing samples for review. Submit samples for Architect’s review of color and texture only. Provide a listing of material and application for each coat of each finish sample.

1.5 DELIVERY AND STORAGE

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer’s name and label, and following information:
- Name or title of material.
 - Federal Spec. number, if applicable
 - Manufacturer’s stock number and date of manufacture

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Manufacturer's name.
Contents by volume, for major pigment and vehicle constituents.
Thinning instructions.
Application instructions.
Color name and number.

- B. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.
 - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

1.6 JOB CONDITIONS

- A. Apply water-based paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 deg. F (10 deg. C) and 90 deg. F (32 deg. C), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 deg. F (70 deg. C) and 95 deg. F (35 deg. C), unless otherwise permitted by paint manufacturer's printed instructions.
- C. Do not paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.
 - 1. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS:

- A. Available Manufacturers: Subject to compliance with requirements, utilize manufacturers offering products which comply with the drawings and specifications.

Sherwin Williams

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PPG Industries
Or Approved Equal by Architect.

2.2 MATERIALS:

- A. Material Quality: Provide best quality grade of various types of coating as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable. Materials containing less than 21% tintinum dioxide will not be acceptable. All fillers must be pure vinyl.
1. Proprietary names used to designate color or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.
 2. Federal Specifications establish minimum acceptable quality for paint materials. Provide written certification form paint manufacturer that materials provided meet or exceed these minimums.
 3. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.
 4. One Source Responsibility: It is the intent of these specifications that all paint products be furnished from one manufacturer. In the event that this is not possible, the Contractor will submit justification for differing sources of supply and will be responsible for any incompatibilities between products that may result.
- B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
1. Lead content in pigment, if any, is limited to contain not more than 0.06% lead, as lead metal based on the total non-volatile (dry-film) of paint by weight.
 2. This limitation is extended to interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven years of age.

PART 3 - EXECUTION

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3.1 INSPECTION:

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.2 SURFACE PREPARATION:

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 1. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.
 - 2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.
 - 3. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
 - 4. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
 - 5. Clean concrete floor surfaces scheduled to be painted with a commercial solution or muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid, and allow to dry before painting.

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- B. Previously coated surfaces:
 - 1. Perform surface preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified. (Specifically for Sherwin Williams Paints refer to S-W 12 on page 3 of the Painting System catalog.)
 - 1. All surface contamination such as oil, grease loose paint, mill scale dirt, foreign matters, rust, mold, mildew, efflorescent, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Through washing with abrasive cleanser to clean and wash and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer.
 - 2. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.
- C. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale, rust and other foreign substances by solvent or mechanical cleaning.
- D. Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.
- E. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

3.3 MATERIALS PREPARATION:

- A. Mix and prepare painting materials in accordance with manufacturer's directions.
- B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
- C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.4 APPLICATION:

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- A. General: Apply paint in accordance with manufacturer’s directions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes, are indicated in “schedules” of the contract documents.
 - 2. Provide finish coats which are compatible with prime paints used.
 - 3. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is on uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 4. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
 - 5. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.
 - 6. Paint back sides of access panels, and removable or hinges covers to match exposed surfaces.
 - 7. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.
 - 8. Sand lightly between each succeeding enamel or varnish coat.
 - 9. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.
- B. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- C. Minimum Coating Thickness: Apply materials at not less than manufacturer’s recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

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- D. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to those items exposed to mechanical equipment rooms, in occupied spaces, and as defined to be painted by the Architect.
- E. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.
 - 1. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- F. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
- G. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.
- J. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

3.5 FIELD QUALITY CONTROL:

- A. The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:
- B. Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Contractor.
- C. Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.
- D. If test results show that material being used does not comply with specified requirements, Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two coatings are non-compatible.

3.6 CLEAN-UP AND PROTECTION:

**ATLANTIC COUNTY
LENAPE PARK EAST – CATERING HALL ATTIC ACCESS
Hamilton Twp., Mays Landing, NJ
October 2020**

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each workday.
- B. Upon completion of painting work, clean window glass and other paint spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
 - 1. Provide “Wet Paint” signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.
 - 2. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.7 PAINT SCHEDULE:

General: Provide the following paint systems for the various substrates, as indicated.

Basis of Design Sherwin Williams. . Refer to all SW product and MSDS pages for all additional surface preparation, application, safety-precaution and other recommendation before proceeding.

3.7 EXTERIOR PAINT SCHEDULE:

- A. General: Provide the following Paint systems for the various substrates, as indicated:
 - 1. Galvanized Ferrous Metal:
 - A. Gloss Finish. Color: SW-0048 Bunglehouse Blue to match existing.

Primer: S-W Pro Industrial ProCryl Universal Primer.
First Coat: S-W DTM Acrylic Gloss.
Second Coat: S-W DTM Acrylic Gloss.
 - 2. Fiber Cement Siding, Panels, and trim:

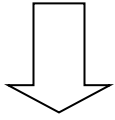
Prefinished by cement board manufacturer. Refer to section 074600

ATLANTIC COUNTY
LENAPE PARK EAST – CATERING HALL ATTIC ACCESS
Hamilton Twp., Mays Landing, NJ
October 2020

Touch up as required. Coordinate with Siding Manufacturer.

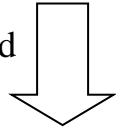
END OF SECTION 0990

BID CHECK LIST



Checked Items required with bid

Items submitted with bid
(Bidder's **INITIALS**)



**A. FAILURE TO SUBMIT ANY OF THESE ITEMS IS
MANDATORY CAUSE FOR REJECTION OF BID**

<input checked="" type="checkbox"/>	Complete and sign Proposal page(s) ORIGINAL SIGNATURES	
<input checked="" type="checkbox"/>	Acknowledgement of Receipt of Addendum or Revision (if any)	
<input checked="" type="checkbox"/>	Corporate Disclosure Statement, Pursuant to N.J.S.A.40A:11-16	
<input checked="" type="checkbox"/>	Bid guarantee (bid bond or certified / cashier's check)	
<input checked="" type="checkbox"/>	Certificate from a Surety Company (Consent of Surety) to include most current financial statement, certificate of authority, power of attorney and surety disclosure statement from an authorized bonding / insurance company	
<input checked="" type="checkbox"/>	Subcontractors Affidavit (N.J.S.A. 40A:11-16), includes Plumbing, HVAC, Electrical and Structural Steel	
<input checked="" type="checkbox"/>	Disclosure of Investment Activities in Iran	

**B. MANDATORY ITEM(S) REQUIRED PRIOR TO AWARD OF
CONTRACT**

<input checked="" type="checkbox"/>	Copy of New Jersey Business Registration Certificate for bidder and designated subcontractors	
<input checked="" type="checkbox"/>	Copy of Certificate for Public Works Contractor Registration	
<input checked="" type="checkbox"/>	Federal Debarment Certification	

**C. FAILURE TO SUBMIT ANY OF THESE ITEMS AT TIME OF BID
MAY BE CAUSE FOR REJECTION**

<input checked="" type="checkbox"/>	Non-Collusion Affidavit	
<input checked="" type="checkbox"/>	Affirmative Action Page (AA 201 Completed & Submitted)	
<input checked="" type="checkbox"/>	References (if required)	
<input checked="" type="checkbox"/>	Deviations from Specifications, if applicable, attached in letter form	
	Other :	

Print Name of Bidder: _____ Date: _____

Signed By: _____

Print Name & Title: _____

THIS CHECKLIST SHOULD BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL ITEMS

PROPOSAL FORM

Date _____

The undersigned, having read the Notice to Bidders, Invitation to Bid, Instructions to Bidders, Technical Specifications, Bid Drawings and any and all Clarifications and/or Addendums, etc., attached hereto, and having thoroughly investigated all existing conditions, equipment, material, and labor required for the Lake Lenape East Catering Hall Attic Access Project in strict accordance with this specification, hereby agrees to complete ALL WORK as follows:

- 1. Lump Sum Bid \$ _____
- 2. Contingency Allowance (5% of BASE BID) \$ _____
- TOTAL BASE BID (Sum of 1+2)** \$ _____

FIVE PERCENT (5%) CONTINGENCY ALLOWANCE:

The County of Atlantic will determine a Contingency Allowance amount, equal to FIVE (5%) percent of the lowest qualified Base Bid, that will be added to and awarded with the Base Bid amount. This Contingency Allowance shall be set aside to pay for any items that are unforeseen or additional work not in the specifications or shown on the drawings. Before any work is performed under this Contingency Allowance, it shall be approved by the Director of Facilities or his designee. Any work performed without this written approval will not be paid. Any work requested under the Contingency Allowance shall be priced at a time and material basis with back-up receipts, invoices, etc. as requested by the County. Allowable general contractor markup will be limited to 5% Overhead and 5% Profit.

ADD/DEDUCT WORK NOT IN BID DOCUMENTS

Other types of work may be requested by the County and will be priced at a time and material basis. The Contractor shall include a maximum of 5% overhead and 5% profit on any Request Against Allowance or Change Order on a materials/equipment/labor cost with invoice and/or other backup documentation as requested by the Architect/ Engineer/ County, and as approved by same in writing.

AWARD OF CONTRACT:

The award of this contract will be based on the BASE BID only to the lowest responsible and responsive bidder. Should the County of Atlantic, due to budget constraints, have insufficient funds to award the Total Base Bid, the County of Atlantic at its sole discretion shall elect to award whichever part of the project it can.

IMPORTANT NOTES:

- 1) All work will take place during normal business hours, weather permitting, and exclusive of weekends and holidays, unless specifically negotiated upon award of construction contract and/or project kick off meeting.
- 2) All work is to begin within fourteen (14) consecutive calendar days (CCD) from Notice to Proceed or upon Project Start Date as determined at the pre-construction kick-off meeting.
- 3) This Contract MUST complete this construction project and close it out within one-hundred & fifteen (115) CCD after Project Start Date. This 115 CCD schedule includes the following milestone deadlines:
 - a) Delivery of all Administrative Submittals to Architect/Engineer within fifteen (15) CCD of Project Start Date.
 - b) Substantial Completion shall occur no later than ninety (90) CCD from Project Start Date.
 - c) Final Completion and Close-out (Project Completion Date) shall occur no later than twenty-five (25) CCD after Substantial Completion. This milestone deadline is one-hundred & fifteen (115) CCD after Project Start Date.

PF -1

Signature _____

BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED

PROPOSAL FORM

- 4) The County will be allowed an additional thirty (30) CCD after the Project Completion Date for County administrative purposes only, i.e. reviewing, approval and processing close-out documents and final payment to Contractor.
- 5) The County will apply liquidated damages of \$500.00 (five-hundred dollars) per CCD for any contract work that does not meet the project's milestone deadlines including all administrative requirements.
- 6) Any and all fees for permits are to be paid by the Contractor.

NOTE: Certified Check, Cashier's Check or Bid Bond must be not less than ten percent (10%) of the total amount of the Bid, except that no check or bid bond shall be for more than \$20,000 and made payable to the Atlantic County Treasurer. The undersigned agrees said amount is to be forfeited as liquidated damages and not a penalty if the Contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the project or furnish the required bond. Otherwise, said deposit shall be returned to the undersigned.

NAME OF BIDDER:

The undersigned is a (Circle one of the following) *Partnership / Corporation / Individual* under the laws of the State of New Jersey, having principal offices at:

and is authorized to conduct business in the State of New Jersey.

Company Name _____

PO Box/Street Address _____

City/State _____ Zip Code _____

Owner/Authorized Rep Name (Print) _____ Title _____

Signature _____ Date _____

Office Phone _____ Cell _____ Fax _____

Email _____

Signature _____

BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED

PROPOSAL FORM

ALTERNATE CONTACT INFORMATION

Name (Print)

Title

PO Box/Street Address

City/State

Zip Code

Office Phone

Cell

Fax

Email

END OF PROPOSAL FORM

PF -3

Signature _____

BIDDERS MUST COMPLETE AND SIGN ALL PF PAGES OR BID SHALL BE REJECTED

COUNTY OF ATLANTIC
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
VENDOR REQUIRED TO COMPLETE AND RETURN FORM WITH PROPOSAL
REGARDLESS OF WHETHER ADDENDA WAS ISSUED.
FAILURE TO COMPLETE AND RETURN FROM IS A FATAL DEFECT
WHICH CANNOT BE CURED AND PROPOSAL WILL BE REJECTED

The undersigned vendor hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Initial
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OR:

Vendor acknowledges to the best of this /her knowledge no addendum has been issued by the County

Dated _____ Initial _____

Vendor is required to complete, sign and submit form with bid regardless of whether addenda was issued.
Failure to complete and return form is a fatal defect which cannot be cured and bid will be rejected .
See: N.J.S.A. 40 A:11-23.2

Company: _____

Signature: _____

BY: _____
(Print or Type Name of Authorized Individual)

Title: _____

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**ATLANTIC COUNTY HAS PROVIDED THIS SAMPLE BID BOND
FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY.
LANGUAGE SUCH AS THIS WILL BE ACCEPTED; HOWEVER,**

**LANGUAGE THAT LIMITS THE BID BOND TO THE "DIFFERENCE" BETWEEN
BID AMOUNT AND SUCH LARGER AMOUNT FOR WHICH THE COUNTY
COULD CONTRACT, SHALL NOT BE ACCEPTABLE.**

THIS BOND, made this _____ day of _____, 20_____.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, as Principal and _____ as Surety, are held firmly bound unto the County of Atlantic, as Owner, in the sum of Ten Percent (10%) of the total amount of Bid, (no check or bid bond shall be for more than \$20,000) for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above is such that whereas the Principal has submitted to the County of Atlantic a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for _____.

NOW, THEREFORE,

- (a) If said Bid be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Agreement attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said Agreement and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be null and void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and in such of them as are corporations have caused their corporate seals to be hereto affixed and those present to be signed by their proper officers, the day and year first set forth above.

by Principal: _____

by Surety: _____

B.B.

ATLANTIC COUNTY HAS PROVIDED THIS SAMPLE CONSENT OF SURETY FORM FOR SUBMISSION TO A BIDDER'S INSURANCE/BONDING COMPANY. LANGUAGE SUCH AS THIS WILL BE ACCEPTED; HOWEVER, LANGUAGE THAT LIMITS THE TIMEFRAME IN WHICH THE COUNTY CAN PROCESS CLAIMS AGAINST A PERFORMANCE BOND, OR LANGUAGE THAT STATES THE SURETY IS CONDITIONAL DEPENDING ON CONTRACT TERMS, WILL NOT BE ACCEPTED. (CONTRACT TERMS WILL BE AS OUTLINED IN THE BID SPECIFICATION)

County of Atlantic
1333 Atlantic Avenue
Atlantic City, NJ 08401

NAME OF INSURANCE/BONDING COMPANY

being duly qualified to transact business in the State of New Jersey, hereby certifies that if

CONTRACTOR NAME

is the successful bidder for _____

_____ it as surety will provide the bidder with a bonds as are called for in the bid specifications.

Signed and Sealed _____, 20____.

NAME OF INSURANCE/BONDING COMPANY

by: _____
ATTORNEY-IN-FACT

POWER OF ATTORNEY MUST BE ATTACHED TO CONSENT OF SURETY

YOU MUST PROVIDE BELOW THE NAME, ADDRESS AND PHONE NUMBER OF A PERSON TO BE CONTACTED IN THE EVENT ANY QUESTIONS OR CLAIMS ARISE REGARDING THE BID AND / OR PERFORMANCE BOND.

NAME _____ TITLE _____

ADDRESS _____

PHONE # _____

LIST OF SUBCONTRACTORS
IF APPLICABLE

N.J.S.A. 40A:11-16 REQUIRES THE LISTING OF ALL SUBCONTRACTORS TO WHOM THE BIDDER WILL SUBCONTRACT THE FURNISHING OF:

- 1) Plumbing and gas fitting and all kindred work.
- 2) Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work.
- 3) Electrical work
- 4) Structural steel and ornamental iron work

All bidders seeking to perform plumbing work on a publicly bid contract are required to comply with N.J.S.A. 45:14C.1-4 See Plumbing Affidavit page P.A. (when applicable)

In accordance with N.J.S.A. 40A:11-16 the following is a list of names of subcontractors to whom the bidder will subcontract the furnishing of the above referenced work required for the completion of the project. If more than one subcontractor is listed for an above referenced trade, the bidder must submit a list of names and addresses and the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award each subcontractor should the bidder be awarded the contract.

Trade	Company	Address/Telephone #

I certify that the foregoing statement(s) made by me are true. I am aware that if any of the foregoing statement(s) made by me are willfully false, I am subject to punishment.

Signature _____

NON-COLLUSION AFFIDAVIT

State of New Jersey)

) ss

County of _____

I, _____ of _____ in the County of

_____ and the State of _____, of full age, being duly sworn according to law on my oath, depose and say, that:

I am _____ of the Firm of _____, the bidder making the Proposal for the herein project, and that I executed the said Proposal with full authority to do so, that said bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the County of Atlantic relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I warrant that no requirement or commitment was made in reference to any political contribution to any party, person, or elected official and that no undisclosed benefits of any kind were promised to any one connected with County government or any political party in reference hereto.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

NAME OF CONTRACTOR

I further warrant and represent that I have never been convicted of or acknowledge nor admitted to any payment of kickbacks or unlawful gifts to any government official or employee for which conduct the County of Atlantic deems me disqualified from doing business with County of Atlantic under such circumstances.

I also understand that the above disqualification does not apply to any vendor who cooperates with the prosecution and gives supporting testimony on behalf of the prosecution in the course of a judicial inquiry.

SWORN AND SUBSCRIBED TO
BEFORE ME THE _____ DAY
OF _____ 20____.

Signature of Notary Public

Notary Public of _____

My Commission Expires _____

SIGNATURE OF AFFIANT

PRINT OR TYPE NAME OF AFFIANT

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury’s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification may render a bidder’s bid proposal non-responsive.** If the County of Atlantic determines that a person or entity has submitted a false certification concerning its engagement in investment activities in Iran pursuant to section 4 of P.L. 2012, c.25 (C.52:32-58), the local contracting unit shall report to the New Jersey Attorney General the name of that person or entity, and the Attorney General shall determine whether to bring a civil action against the person to collect the penalty prescribed in paragraph (1) of subsection a. of section 5 of P.L. 2012, c.25 (C.52:32-59). The County of Atlantic may also report to the county counsel the name of that person, together with its information as to the false certification, and the county counsel may determine to bring such civil action against the person to collect such penalty.

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder’s parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury’s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 (“Chapter 25 List”). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and I am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department’s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, ATTACH ADDITIONAL PAGES.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

_____ Duration of

Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Certification:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the County of Atlantic is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the County of Atlantic to notify the County of Atlantic in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the County of Atlantic and that the County of Atlantic at its option may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.

Bidder: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

AFFIRMATIVE ACTION INFORMATION

Please complete the following:

Company Name _____

1. Our Company has a Federal Affirmative Action Plan Approval:

YES _____ NO _____

a. If yes, submit a photographic copy of the Approval

2. Our Company has a New Jersey Certificate of Employee Information Report:

YES _____ NO _____

a. If yes, submit a Photographic copy of the Certificate

3. Our Company has neither of the above, therefore send us (check if applicable)

FORM AA-302 _____ (Service Contracts)
Affirmative Action Employee Information Report

FORM AA-201 _____ (Construction Contracts)
Initial Project Workforce Report Construction

I certify that the above information is correct to the best of my knowledge.

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

**CERTIFICATION OF NON-DEBARMENT
FOR FEDERAL GOVERNMENT CONTRACTS**

N.J.S.A. 52:32-__ (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

Individual or Organization Name: _____

Individual or Organization Address: _____

DUNS Number (if applicable): _____

CAGE Code (if applicable): _____

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III)
- Non-Profit Corporation (skip Parts II and III)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part I Certification of Non-Debarment: Individual or Organization

I hereby certify that **<name of individual or organization>** is not debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part II Certification of Non-Debarment: Individual or Entity Owning Greater Than 50 Percent of Organization

PART A

- Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.

Name of Individual or Business Entity	Home Address (for Individual) or Business Address

OR

- No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

PART B (Skip if no business entity is listed in Part A above)

- Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.

Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	Home Address (for Individual) or Business Address

OR

- No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

PART C: Certification

I hereby certify that no individual or organization that is debarred at the federal level from contracting with a federal government agency owns greater than 50 percent of **<name of organization>** or, if applicable, owns greater than 50 percent of a parent entity of **<name of organization>**. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

Part III Certification of Non-Debarment: Contractor-Controlled Entities

PART A

Below is the name and address of the corporation(s) in which **<name of individual or organization>** more than 50 percent of voting stock, or of the partnership(s) in which **<name of individual or organization>** owns more than 50 percent interest therein, or of the limited liability company or companies in which **<name of individual or organization>** owns more than 50 percent interest therein, as the case may be.

Name of Business Entity	Business Address

(add additional sheets if necessary)

OR

<Name of individual or organization> does not own greater than 50 percent of the voting stock in any corporation, and does not own greater than 50 percent interest in any partnership or any limited liability company.

PART B (Skip if no business entities are listed in Part III A)

Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or limited liability company).

Name of Business Entity Controlled by Entity Listed in Part III A	Business Address

(add additional sheets if necessary)

OR

No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation, or owns greater than 50 percent interest in any partnership or limited liability company.

PART C: Certification

I hereby certify that **<name of individual or organization>** does not own greater than 50 percent of any entity that that is debarred at the federal level from contracting with a federal government agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred at the federal level from contracting with a federal government agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the **<type of contracting unit>**, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

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CONTRACT **DOCUMENTS**

NOTE: INFORMATIONAL ONLY. THE SUCCESSFUL LOW BIDDER WILL BE REQUIRED TO SIGN AND SUBMIT THESE DOCUMENTS AFTER AWARD.

CONTRACT

THIS AGREEMENT made this _____ day of _____, 20xx, between the COUNTY OF ATLANTIC a body corporate and politic of the State of New Jersey with offices located at 1333 Atlantic Avenue, Atlantic City, NJ 08401 (the “County” hereinafter), and _____ with offices located at _____, hereinafter referred to as “Contractor”.

WITNESSETH:

WHEREAS, the County desires to engage the services of the Contractor to provide all goods and services necessary to perform the Work described in more detail in the County’s Invitation to Bid/RFP (Exhibit A) attached herewith; and

WHEREAS, the Contractor has represented that it is qualified by training and experience to perform the required services in the manner and on the terms and conditions set forth herein.

WHEREAS, execution of this contract has been authorized by the Board of Chosen Freeholders of Atlantic County pursuant to Atlantic County Resolution # _____ on _____

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES AND CONTRACT DOCUMENTS.

The Contractor shall provide to the County the following services:

2. CONSIDERATION.

A. In accordance with the authorization for this Contract granted by Atlantic County Board of Chosen Freeholders Resolution # _____ adopted on _____, the Contractor shall be compensated in an amount not to exceed \$ _____ in full consideration for performance of the Project, in accordance with the requirements of the Contract Documents.

B. The time and rate of compensation shall be as set forth in the County Invitation to Bid /RFP (Exhibit A) and the Contractor’s Proposal, (Exhibit B), for all materials and services satisfactorily provided hereunder, subject to all of the terms, conditions and requirements of the Contract Documents. The Price stated in the Contract Documents constitutes the total compensation (subject to adjustments explicitly authorized by the Contract Documents) payable to Contractor for performing all of the duties, responsibilities and obligations assigned to or

undertaken by Contractor and shall be performed at the Contractor's expense, without change in the Contract Price.

C. Even if the Agreement calls for the provision of services on an hourly rate or other unit price basis or if the Agreement allows for payment of specified reimbursable expenses, Contractor understands that Contractor shall not be entitled to payment for any level of services rendered in excess of the maximum compensation specified in 2.A unless additional compensation is expressly authorized by the County.

D. Any changes to the maximum compensation or scope of work specified or otherwise required by the Contract Documents shall only be effective if such additional compensation or modification is expressly authorized by an amendatory resolution duly adopted by the Atlantic County Board of Chosen Freeholders.

E. Any claim by Contractor for an adjustment in the Contract Price shall be based on written notice delivered by Contractor promptly (but in no event later than seven days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Contractor shall provide complete supporting data with respect to the claim, including all claims for equitable adjustment, not later than thirty (30) days after the start of such occurrence. All claims for adjustment in the Contract Price shall be determined by the County, in the event that the County and Contractor cannot otherwise agree on the amount involved. No claim of any kind for an adjustment in the Contract Price will be valid if it is not submitted in accordance with this procedure, and Contractor waives all rights to recovery for any claim as to which this procedure is not followed.

F. It is the exclusive right of the County to determine that services have been performed in a proper and satisfactory manner in accordance with the terms and conditions set forth herein prior to approval and payment of invoice submitted by Contractor.

G. Payment shall be made only upon submission by the Contractor of the required executed standard County invoice, a bill on Contractor's letterhead and any other documents deemed necessary by the County.

H. Contractor agrees to maintain financial records, books and documents plus any evidence necessary to reflect all direct and indirect costs incurred during this Agreement in an auditable format. Contractor agrees to keep complete and accurate records with respect to the computation of all billing, including receipts for any reimbursable expenses and time records for all persons billed on an hourly rate basis. The Contractor also agrees to submit all documents and records necessary to assure compliance and completion of this Agreement. Contractor

agrees that all financial records required to be kept be made available for inspection during normal business hours by representatives of the County. Said records shall be kept for a minimum of five (5) years after expiration of the Contract Term.

3. TERM.

A. Upon its authorization and execution this Agreement shall be effective for the term commencing _____ to _____.

B. The Contractor acknowledges it shall complete the performance of services under this Agreement in accordance with the time limits specified in the Contract Documents.

C. The County Executive or his designee may extend the time for completion specified by Article III (B). Such extensions shall only be effective if in writing and shall not extend the Agreement term beyond the term specified in the authorizing resolution. In the event that the time for completion is extended, all of the original terms and conditions will remain in effect for the extended period.

D. The County Executive may terminate this Agreement at any time, as a consequence of a default by the Contractor, or, to the extent permitted or required by law, for the convenience of the County, by giving written Notice of Termination sent to the Contractor in the address set forth in Article IX. In the event of termination of this Agreement, the Contractor shall furnish to the County such reports or documents that the County may require based upon work completed under the provisions of this Agreement. The Contractor shall be compensated in the amount determined by the County Executive to be commensurate with the work performed at the time of termination and upon acceptance of said payment Contractor shall have no further rights against the County.

4. TIME OF THE ESSENCE.

All time limits for the performance and completion of Work, as stated in the Contract Documents, are of the essence of this Contract. Expeditious performance and completion of this Contract are essential for the express purpose of enabling the County to maintain in public service an important transportation facility, in accordance with a predetermined program of funding and construction. The Contractor shall begin the Work promptly on the date of commencement and he shall carry the Work forward expeditiously with adequate forces and shall achieve completion at the earliest possible date within the Contract Time.

5. CONTRACTOR'S WORKFORCE.

The Contractor hereby agrees that it shall provide the necessary workforce to accomplish the Project as set forth in the Contract Documents, and if necessary, to increase said workforce to complete the Project within the time schedule and performance requirements set forth in the Contract Documents.. The Contractor shall furnish all materials, tools, equipment, transportation, supervision, and perform all labor and services necessary and incidental to the satisfactory completion of the Work in a proper workmanlike manner within the time stipulated as set forth in the specifications.

6. CONTRACT DOCUMENTS.

The County Invitation to Bid/RFP (Exhibit A) and the Contractor's Proposal (Exhibit B) along with all attachments herewith are incorporated by reference and comprise the "Contract Documents". In the event of any dispute or inconsistency, the documents shall have the following priority:

A. The requirements, terms and conditions set forth in the Invitation to Bid/RFP, including the terms of this Contract, including Appendix I and II attached herewith.

B. The Contractor's Proposal (Exhibit B).

In addition to the Exhibits and submissions listed above, the Appendices to the Contract Documents shall additionally constitute integral parts of this Contract and are hereby incorporated herein in their entirety:

7. RELIANCE UPON DRAWINGS, PLANS, AND OTHER INFORMATION PROVIDED BY THE COUNTY.

All information provided by the County to the Contractor is only offered to show conditions that are believed to exist, but it is not intended to be inferred that the conditions as shown thereon constitute a true and accurate representation by or on behalf of the County that such conditions actually exist. The Contractor shall be solely responsible to inspect the job site prior to commencement of the Work, and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown in drawings and plans, if any, and any other information provided by the County to the Contractor and the actual conditions revealed during the progress of the Work or otherwise.

8. PERFORMANCE BOND.

Upon execution of this agreement, and in no event later than 20 days after award of a contract by the County, the Contractor shall provide a Performance Bond in an amount equal to the proposed costs of all materials and installation work required to perform the Work, as set forth

in the Contract Documents, in a form acceptable to the County, by company that is duly authorized to issue such obligations in New Jersey. The obligations imposed upon the Contractor by this contract shall be obligations in addition to all other terms, covenants and conditions of said Bond to the same effect as though they had been incorporated in said Bond.

This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations. All Bonds signed by an agent must be accompanied by appropriate power of attorney and surety disclosure statements

If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated or suspended in the State of New Jersey or otherwise ceases to meet the requirements of the Contract Documents, Contractor shall within ten days thereafter substitute another Bond and surety, both of which must be acceptable to the County.

9. WARRANTIES

Without limitation upon any other warranty, representation warranty or duty imposed upon or made by the Contractor in the Contract Documents, the Contract hereby warrants:

A. that this Contractor has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Contract by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County, employee, officer or officials.

B. that the Contractor, for itself and its subcontractors, is qualified by training and experience to perform the services in accordance with all of the terms, conditions and requirements of the Contract Documents .

C. that the Contractor is ready, willing and able to perform all services in the timeframe and as required by this Contract, and that he and/or his subcontractors performing the work presently hold in good standing any and all necessary licenses for the lawful performance of the Project within the State of New Jersey.

10. WARRANTY AGAINST DEFECTS.

In addition to any other warranty, the Contractor further agrees to extend to the County a one year warranty against defects in material and workmanship of the materials and equipment herein provided to the County, which shall commence upon expiration of the Contact Term.

11. CONTINUITY OF COUNTY OPERATIONS AND SERVICES.

The Contractor shall perform all of its work required by the Contract Documents in a manner that shall not interfere with or disrupt routine operations and services that occur or are provided at County Facilities, and shall conduct its work in a manner that shall preserve continuity of all County operations and services that may be affected by the Contractor's operations, unless such interference is approved by the County, in advance and in writing in accordance with the Contract Documents.

12. COMPLETION AND ACCEPTANCE OF INSTALLATION WORK.

The Work to be performed by the Contractor shall be deemed complete when all of the following have been satisfied by the Contractor to the County:

- A. The Work has been satisfactorily completed in all respects as required by the Contract Documents;
- B. The Contractor has, to the County's satisfaction, executed and delivered to the County or its designated representative all documents, permits, certificates, proofs of compliance and any other documents the County deems mandatory to assure compliance with this RFP.

13. DEFECTIVE OR UNAUTHORIZED WORK.

All Work and materials which do not conform to the requirements of the Contract Documents, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, shall be considered as Defective Work.

14. REMOVAL AND CORRECTION OF DEFECTIVE OR UNAUTHORIZED WORK.

Any

Defective or Unauthorized Work performed by the Contractor, regardless of whether observed before or after completion of the Work and whether or not fabricated, installed or completed, shall be removed immediately and replaced by the Contractor with Work and materials which shall conform to the specifications, or shall be otherwise corrected and remedied in an acceptable manner authorized by the County or its designee. The Contractor shall bear all costs of correcting, removing or replacing such defective or unauthorized Work, including compensation to the County for the County's additional costs made necessary thereby.

If, within one (1) year after the date of completion of the Work or designated portion thereof, or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the County to do so unless the County has previously given the Contractor

a specific written acceptance of such defective or non-conforming work. This obligation shall survive termination or expiration of the Contract.

Upon failure of the Contractor to immediately correct, remove or replace defective, non-conforming or other unauthorized work, or to immediately comply with any order of the County made under the provisions of this Section, the County shall have authority to cause such defective, non-conforming or other unauthorized work to be corrected or removed and replaced, and the costs thereof, as well as those incurred in storing any rejected materials, shall be deducted from any monies due or to become due the Contractor. If the payments then or thereafter due the Contractor are not sufficient to cover such costs, the Contractor shall pay the different to the County. The County reserves the right, should Defective or Unauthorized Work or materials used by or on the part of the Contractor be discovered, either before or after the Project has been accepted, or even after Final Payment has been made, to claim and recover by process of law such sums as may be sufficient to correct, remove or replace the Defective or Unauthorized Work or materials.

15. PUBLIC CONVENIENCE AND SAFETY.

The safety, protection and convenience of the public and adjacent residents are of primary importance and shall be provided for by the Contractor in an adequate and satisfactory manner.

A. Precautions shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, rules and regulations, building and construction codes, shall be observed. Machinery, equipment and other hazards of any character shall be guarded in accordance with the safety provisions of the current "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not inconsistent with applicable Federal, State and local laws and regulations.

B. If any operation, practice or condition during the course of the Work is unsafe or is deemed by the County to be unsafe, the Contractor shall immediately take corrective action. Where any operation, practice or condition endangers persons or property, it shall be immediately discontinued by the Contractor and adequate remedial action taken before the affected part of the Work is resumed.

16. COUNTY NOT RESPONSIBLE FOR CONTROL OF CONTRACTORS, FOR CONSTRUCTION MEANS AND METHODS.

The County shall not be responsible for and shall not have control or charge of construction means, methods, techniques, sequences or procedures, or the safety precautions and programs in connection with the Work, and the County shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Further, the County shall not be

responsible in any way for the acts or omissions of the Contractor, and any Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

17. INDEPENDENT CONTRACTOR.

The Contractor shall be deemed and considered an Independent Contractor in respect to the Work covered by this Contract, and shall assume all responsibility and expense for the Work, for risks and casualties of every description arising out of erection equipment, and shall bear the name and seal of a registered Professional Engineer responsible for the design thereof.

18. CONTRACTOR'S DUTY TO PERFORM.

The Contractor's obligation to perform and complete the Work shall be absolute. None of the following will constitute an acceptance of Work or any portion thereof that is not in accordance with the Contract Documents, or as a waiver or release of Contractor's obligation to perform the Work and provide Services in accordance with the Contract Documents: observations made by the County, recommendation of any progress or final payment by the County, any determination that work is substantially completed or any payment by County to Contractor under the Contract Documents; any Use of or reliance upon the Work or Services any part thereof by the County, any acceptance by the County any failure to do so, any review and approval of a Shop Drawing, sample, submittal, substitution, or the issuance of a notice of acceptability, any inspection, test or approval by others, or any correction of defective Work by the County, any limitations of any Subcontractor's or Supplier's warranty, or similar actions or omissions by the County.

19. INDEMNIFICATION.

A. Contractor agrees to protect, defend, indemnify and save harmless the County and its officers, directors, employees, agents, and other Proposers of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of resulting from any and all losses, claims, actions, costs, expenses, judgment, subrogation or other expenses by reason of any real or alleged injury or damage to the person or property of others arising out of or incidental to the performance of the terms of this contract.

B. If it becomes necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County, in order to perform any portion of the Work, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of happenings of any accidents, injuries, damages or hurt to any person or property during the

progress of the work herein covered, and to be responsible for, and to the indemnify and save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or claims that may happen or occur upon or about such Work and all fines, penalties and loss incurred for or by reason of the violation of any municipal or County ordinance, regulations, or the laws of the State, or the United States, while the said Work is in progress.

C. The Contractor shall indemnify and save harmless the County against any and all claims for royalty, patent infringements or suits for information thereon which may be involved in the manufacture or use of the item to be furnished herein.

D. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and Services and termination or completion of this Contract.

20. ASSIGNMENT OR SUBLET OF CONTRACT.

The Contractor shall be the party solely and fully responsible to the County for the performance of all requirements of the Contract documents, at all times and in all respects. The Contractor shall not sell, transfer, assign, subcontract or otherwise dispose of his obligations to the County, or of any payment or payments which may accrue hereunder, without first securing written approval of the County, which shall be based upon the Contractor's written request for such approval accompanied by the Contractor's submission of proof, to the County's satisfaction, that the proposed assignment. Subcontract or other transfer shall not result in an impairment or reduction in services provided to the County, and that the assignee, purchaser, successor or subcontractor meets or exceeds all requirements and qualifications set forth in the Contract Documents. No assignment or subcontract will be effective or deemed permitted without the prior written consent of the County as set forth herein. If a subcontract or other assignment is authorized by the County, the assignee or subcontractor shall enter into an agreement affirming that it shall be bound by all of the terms, conditions and requirements set forth in the Contract Documents.

21. DEFAULT.

Default by the Contractor shall include the following:

- A. Failure by the Contractor to begin work under the Contract within the time specified in the Notice to Proceed, or otherwise according to the Contract;

- B. Failure by the contractor to perform the Work with sufficient workmen, equipment or materials to insure completion of the Work in accordance with the Contract;
- C. Violation by the Contractor of any of the conditions or covenants of the Contract, the Documents, or any order of the County authorized therein, and failure to execute the same in good faith or in accordance with the terms thereof;
- D. Unnecessary, unreasonable or negligent delay by the Contractor in performance of the Contract;
- E. Abandonment or discontinuation by the Contractor of performance of the Work without approval of the County, or failure to resume Work which has been discontinued within a reasonable time after notice to do so;
- F. Failure or refusal by the Contractor to remove materials or perform anew any Work rejected as defective or unsatisfactory;
- G. Failure by the Contractor to complete the Work within the time specified in the Contract, or within the extended time as otherwise provided according to the Contract;
- H. Insolvency or bankruptcy of the Contractor, or commission by him of any act of insolvency or bankruptcy;
- I. Failure by the Contractor to protect, repair or make good any damage or injury to property;
- J. Failure by the Contractor, for any cause whatsoever, to carry on the Work in an acceptable manner;
- K. Conviction of any principal of Contractor of any crime under the laws of the State of New Jersey which, if committed by a public official, would disqualify that person from public employment;
- L. Failure of Contractor to pay its subcontractors and/or suppliers, or any governmental authority any sums that are legally due and owing that are related to provision of goods or services related to this project.
- M. Assignment or subcontracting of the work or any part thereof or any monies due hereunder that is not authorized as set forth in this Contract.
- N. If the Contractor becomes in Default and fails, refuses or is otherwise unable to cure such default within a time frame that ensures continuous and uninterrupted provisions of the Work as set forth in the Contract Documents, or shall otherwise fail to comply with any of the terms, conditions, provisions or stipulations of this Contract according to the intent and meaning thereof, then the County shall be permitted to pursue any or all remedies that may be available at law or in equity, including but not limited to an action for specific performance, termination of the contract, or any action for damages arising from the Contractor's default.

Should the County fail to make any payment when such payment is due in accordance with the Contract Documents, or otherwise fail to perform any material duty or obligation imposed upon the County by the Contract Documents, the Contractor shall be permitted to proceed with all remedies that may be available at law or in equity, provided that Contractor shall first provide the County with written notice of the circumstances that are alleged to constitute a default and a 30 day opportunity to cure.

The commencement of one or more remedy shall not preclude the County from pursuit of any other available remedy.

21. CONTINUING THE WORK.

During the pendency of any dispute or disagreement, the Contractor shall carry on the Work and adhere to the progress schedule, and shall not abandon, slow down or terminate its work. Work shall not be delayed or postponed pending resolution of any disputes or disagreements, unless this Agreement is Terminated or such deviation from the Work or Work Schedule is directed by the County.

22. LIQUIDATED DAMAGES.

All amounts set forth in the Contract Documents as liquidated damages shall be a per day charge for every calendar day that the Contractor is in default in completing the Work or any designated portion thereof in excess of the number of days prescribed. The daily sums herein contracted to be paid by the Contractor to the County for any default or delay in the completion of this Work or portions of Services are stipulated to be not a penalty, but rather, liquidated compensation for damages which the County will suffer by reason of such default, loss of use of property, interest on monies borrowed, increased administrative and engineering costs, and other tangible and intangible losses.

The County may deduct the sum of liquidated damages from any monies due or that become due the Contractor under the Contract. If such monies are insufficient, the Contractor or his surety or sureties shall pay to the County any deficiency in such monies within thirty (30) calendar days. Assessment of Liquidated Damages are not intended and shall not be an exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

23. FORCE MAJEURE.

Neither the County nor Contractor shall be held responsible for delays or default caused by fire, flood, riot, acts of God or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The party asserting that its default or delay is excusable due to a Force Majeure event shall have the burden to demonstrate how such event caused the delay or default, and shall further demonstrate that no reasonable alternatives were available to mitigate or avoid the default or delay.

24. ADDRESS FOR NOTICE.

The address given below shall be the address of the representatives parties to which all notices and reports required by this Agreement shall be sent by mail:

To the County of Atlantic:

To the Contractor:

County Executive

1333 Atlantic Avenue
County Office Building

Atlantic City, NJ 08401
Copy to County Counsel
1333 Atlantic Avenue
County Office Building
Atlantic City, NJ 08401

Any notice or statement by any party shall be deemed to be sufficiently given when sent by prepaid certified mail return receipt requested, to any party at its address set forth hereinabove. This address shall remain in effect unless another address is substituted by written notice.

IN WITNESS WHEREOF, the parties have set their hand and seal effective as of the date forth above.

ATTEST

COUNTY OF ATLANTIC

SONYA G. HARRIS, Clerk

DENNIS LEVINSON

Board of Chosen Freeholders

County Executive
Approved as to form on behalf of
Atlantic County

JAMES F. FERGUSON
County Counsel

ATTEST:

CONTRACTOR:

Corporate Officer
applicable

APPENDIX I

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

APPENDIX 2

INSURANCE REQUIREMENTS

A. GENERAL REQUIREMENTS

1. The Contractor shall provide and pay for insurance coverage of such type and in such amounts as will completely protect the Contractor and the County, its elected officials, officers, agents, servants, employees and assigns against any and all risks of loss (including costs of defense) or liability arising out of this contract.

2. The insurance shall be furnished by insurance companies with and "A-VII" (Excellent) or better Rating as published in the most recent editions of Best Insurance Key Rating and shall be authorized to conduct business in the State of New Jersey. Certificates showing insurance companies with A.M. Best rates which have been reduced below the County Required "A:VII" WILL NOT BE ACCEPTED.

3. Prior to submitting a Certificate of Insurance to the County, prospective bidders are advised to check with their insurance agent to assure that the Insurance Company shown on their certificate has a proper spread of risk, soundness of reinsurance, quality of assets, adequacy of loss reserves and experience of management which qualifies it to receive the "A-VII" (Excellent) or better Rating.

4. It is recognized that in some instances that insurance may be acceptable which is underwritten by an insurance company that is not reported in the BEST GUIDE, or the coverage is extended under a self-insured program. This insurance, or self-insurance, must be in conformity with the rules and regulations of the Commissioner of Insurance of the State of New Jersey. Any insurance or self-insurance of this type is subject to the review and acceptance by the County Counsel. Furthermore written proof of acceptability by the Office of the Commissioner of Insurance may be necessary.

5. The Contractor shall furnish the County with Certificates of Insurance, naming the County as an additional insured, as respects ongoing completed operations (Additional Insured Endorsement CG 20 10 10 93), is required. The Certificate shall set out the types of coverage, the limits of liability, describe the operation by reference to this contract and provide for (30 days) written notice to the County of cancellation or non-renewal. All deductibles and retention's shall be the sole risk of the Contractor.

6. The policies and specified limits of coverage must be effective prior to the commencement of work and must remain in force until final acceptance of the work under the contract. Contracts that involve construction, installation, or maintenance repair must maintain

completed operations insurance. In the event of interruption of any coverage for any reason, all work under the Contract shall cease and shall not resume until coverage has been restored.

7. The Contractor shall insure that any subcontractor(s) or sub subcontractors have in force during the term of this contract insurance equal to the coverage as herein set forth, or any subcontractor(s) shall be included under the contractor's policy.

8. The Certificate and endorsements are to be signed by a person authorized by the insuring company(s) to bind coverage on its behalf. Neither approval by the County nor failure to disapprove Certificates of Insurance furnished by the Contractor shall release the Contractor from full responsibility for all liability including costs of defense. Insurance is required as a measure of protection and the Contractor's liability is not limited thereby.

9. The Certificate shall be subject to the review and approval of the County Counsel.

10. If at any time during the term of this contract or any extension thereof, if any of the required policies of insurance should expire, change or be canceled, it will be the responsibility of the Contractor to furnish to the County a Certificate of Insurance indicating renewal or an acceptable replacement of the policy prior to the expiration, change or cancellation so that there will be no lapse in any coverage.

11. Any policy of insurance that is written on a claims made basis shall, under the terms of this contract, be renewed or the coverage extended for a period of not less than three years and shall provide coverage for the period operations were performed by the contractor. Proof of such extension shall annually be presented to the County Counsel for the County of Atlantic and indicate the retroactive date of coverage or indicate that all prior acts coverage is provided.

12. Insurance or Risk Funding maintained by the County shall be considered as Excess over Contractors Insurance. Insurance or Risk Funding Maintained by the County of Atlantic does not provide protection for Contractors liability.

13. Certificates of Insurance shall show the Certificate Holder as follows:

COUNTY OF ATLANTIC
COUNTY OFFICE BUILDING
1333 ATLANTIC AVENUE
ATLANTIC CITY, NEW JERSEY 08401
ATTN: RISK MANAGER

Certificates of Insurance not reading as specified above will not be acceptable and will delay contract signature and/or payment.

14. Questions regarding these insurance requirements may be directed to County Counsel at (609)-343-2279. Certificates for approval may be preliminarily submitted to County Counsel via fax (609)-343-2373.

B./ SPECIFIC COVERAGE REQUIREMENTS

1. The following items are the minimum mandatory types of insurance coverage to be carried under the preceding requirements:

(a) Workers Compensation-Statutory Limits , Employers Liability - with minimum limits of - \$1,000,000,/1,000,000,/1,000,000.

(b) General Liability in a comprehensive form, with minimum limits as follows:

1/ Each Occurrence	\$ 1,000,000
2/ Damage to Rented or Leased Properties	\$ 100,000
3/ Medical Expense	\$ 5,000
4/ Personal & Adv. Injury	\$ 1,000,000
5/ General Aggregate	\$ 2,000,000
6/ Products-Completed Operations Aggregate	\$ 2,000,000

(c) Motor Vehicle Liability Insurance in a comprehensive form, endorsed to include pollution coverage, with minimum limits of \$1,000,0000 CSL

- 1/ Owned Vehicles
- 2/ Hired/Leased Vehicles
- 3/ Non-Owned Vehicles

(d) Umbrella /Excess Liability over General / Automobile liability, with minimum limits of \$1,000,000

(e) Environmental Impairment Liability Insurance with Minimum limits of \$1,000,000.00 C.S.L

2. Other Coverage. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

3. Self Insured Retentions. Self-insured retentions must be declared to and approved by the County prior to execution of the Contract. At the option of the County, the Contractor shall provide coverage to reduce or eliminate such self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall provide evidence satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.